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The Solicitors' Journal.

LONDON, JULY 20, 1867.

WE REGRET TO HEAR that the Act for enabling the Lords Justices to sit separately has not only passed, but is about to be immediately put in force by their Lordships. Perhaps they think themselves bound to carry it into effect; but when we recollect, first, that it is discretionary with them; and, secondly, how often and how strongly one of them, at least, has expressed his disapprobation of appeals to a single judge (an opinion with which we take the liberty of expressing our hearty concurrence); we are a little, and not agreeably, disappointed to find how readily they have availed themselves of this authority.

THOUGH LETTERS of credit and circular notes must be in general use, there is very little to be found about them in our books. Grant, in his Law of Bankers, p. 97, says, "Circular notes are drawn by bankers in this country upon their foreign correspondents in favour of persons travelling abroad. The persons in whose favour these notes are granted usually carry with them a letter containing their signature for exhibition to the correspondents on presentation of the notes, and for comparison with the signature which the holders are required to give before payment, in order to satisfy the correspondents of their identity." Such then being the simple statement of the nature of circular notes, the Court of Common Pleas has recently given an important decision on the liability of the banker who draws them. Although the reasons on which the decision in question is founded will not be given till Michaelmas Term, and consequently the case cannot be reported till then, still, as many of our readers will probably avail themselves of these instruments in the intervening months, it may be as well briefly to call attention to the case.

A company called the Conflans Stone Quarry Company paid £80 into the National Bank, and received in exchange circular notes payable to a Mr. Rombeaux, their agent in Paris. These notes were duly despatched to Mr. Rombeaux by post, but never reached him, and consequently never received his signature; but it was not known how they were lost or what had become of them. Under these circumstances the Conflans Stone Quarry Company asked the bank for a return of their money, offering an indemnity against legal liability, and as the bank refused to make such return without an indemnity in terms which the Conflans Company would not assent to, the latter commenced this action against the public officer of the bank. Bovill, C. J., having directed a non-suit, the case came before the Full Court, on a rule to enter the verdict for the plaintiffs, on their behalf it was argued that there was on the one hand a deposit with the bank of the £80, and on the other a handing over of documents which were to be the authority to the persons named in the *lettre d'indication* to honour Rombeaux's drafts, and that consequently it was a deposit to be repaid on request, with a superadded obligation of repaying it in a particular way, and so was money lent to the bank; and that they could no more refuse to repay it than they could refuse to repay a depositor whom they had required to draw a particular form of cheque, and who had lost his cheque-book—it was merely an extension of the system of cheques. And, further, it was argued that the money was recoverable as lent on a consideration which had failed. To this the bank answered, that, so far from there being a total failure of consideration, they had performed the onerous duty of taking care of the plaintiffs money, had given the letters of credit and circular notes, and had been obliged to make provision for the payment of the notes abroad in case they should be presented. There might have been a partial failure of consideration, but money had and received would not lie, because the parties could not be put in *statu quo;* and if the notes were filled in with a false signature and presented abroad, the bank might be involved in a very costly litigation: at all events they were not liable at law. The Court, after taking time to consider its judgment, decided in favour of the bank, and discharged the rule, but deferred giving its reasons till next term.

As a matter of law, therefore, it seems that, where money has been paid to a banker in England for circular notes, but they have been lost before they have been made negotiable by indorsement, the depositor cannot recover his deposit from the banker; and we shall look with interest for the reasoning on which this judgment is founded.

It is not difficult to point out inconveniences which may arise from this state of the law: for instance, if the holder of circular notes dies before his return to this country, must his executor go and present the notes abroad? Or, again, suppose a man takes abroad with him more circular notes than he requires, is the banker, as a matter of law, entitled to retain the surplus against him, if he claims it in London? These objections are, however, to some extent, met by the fact that circular notes, when indorsed, are practically negotiable as bills of exchange. It is strange that our law upon this subject should be so scanty; but next term we may hope to see it illustrated by a carefully prepared judgment in the case to which we have referred.

A SELECT COMMITTEE of the House of Commons appointed to join with a select committee of the House of Lords to consider the Act 9 & 10 Vict. c. 20, and the standing orders of both Houses in relation to parliamentary deposits, and the completion of railways within a presented time, and to report what alterations it is expedient to make therein for the present, and for the ensuing session, have agreed to the following first report:—"That this Committee is of opinion that it is desirable that a common standing order should be agreed on. That such standing order should aim at making the system of deposits efficient for securing the completion of lines within a prescribed time, and for compensating parties aggrived by the failure of the company to carry out its undertaking. The committee are therefore of opinion, that while it is uncertain what such order may require, it is expedient that the progress of bills of the present session should be no longer delayed, but be allowed to proceed, subject to the conditions required in formor sessions."

On the subject of compensation something more than a common standing order is required to meet the not unfrequent cases of heavy loss sustained by parties who have received notice of their lands—and more especially of their houses—being required for some public undertaking for which parliamentary powers are being sought. It not unfrequently happens that a person may be served with notice year after year that his promises will be taken; he is unable to let advantageously in the limited period, and his tenant may be driven away before he would otherwise go, lest he should be turned out.

This was felt to be a great and increasing evil at the

time when the building of the new law courts was in process of digestion by the Legislature, and we noted at the time a case in which an owner of several houses had been subjected to a heavy loss by reason of notices served upon her every year for five years. A plan was then * propounded in the columns of this Journal, which, we venture to say, might, with great propriety, form the basis of legislation.

It is devoutly to be hoped that the report of this Committee will lead to something being done to save from partial destruction the property of those who stand on the ground required, not only by railways, but by any public work. Owners of property have made—and not without reason—great complaints, and it is time that their interests should be properly protected.

THE MIDDLESEX JUSTICES have, after considerable difficulty, settled the question respecting the religious instruction of Roman Catholic prisoners. Some time ago the Visiting Justices' Report contained a proposal that the celebration of mass by a Roman Catholic priest within Coldbath-fields Prison should be allowed, and the Middlesex justices had afterwards resolved that they were decidedly of opinion "that there is no authority for such a proceeding, and that it cannot be allowed." The visiting justices took this resolution into their consideration, and determined to take counsels' opinion upon it with a view of finally settling the point, and they laid the following before the justices at their meeting last week:—

COPY OF OPINION.

1. We are of opinion that the visiting justices of the House of Correction have power to allow of the assemblage of a number of Roman Catholic prisoners for religious instruction at the visits of the Roman Catholic minister attending pursuant to the 47th regulation of schedule 1 of the Prisons Act, 1865. 2. We are of opinion that the visiting justices have power, on the occasion of such assemblages of Roman Catholic prisoners in the prison, to allow of the celebration of Divine service according to the rites of the Roman Catholic Church. 3. We are also of opinion that the Prisons Act, 1865, does not render it incumbent on the visiting justices to allow of such assemblages of prisoners for the purpose of religious instruction, or for the celebration of Divine service; but we think that, in permitting such assemblages for the purposes mentioned, the visiting justices will be acting, not only according to law, but according to the spirit of the Prisons Act, care being of course taken to prevent improper communications, and to maintain the discipline of the gaol. To compel the Roman Catholic priest to visit each prisoner separately in his cell would be to defeat the object of the Act in cases like the present, where the number of Roman Catholic prisoners is so large.

The visiting justices then proceeded to propose that the resolution of last May should be rescinded, which it subsequently was by a majority of 12, so that, in future, the Roman Catholic service may be performed in Coldbath-fields Prison.

The law of this case is to be found in the Prison Ministers Act, 1863, as amended by the Prisons Act, 1865, and it points clearly to religious instruction to be given to prisoners collectively, although it does not direct, or in words allow, the performance of a divine service.

Soon after the passing of the Prison Ministers' Act, the justices of Lancashire appointed Roman Catholic chaplains for Kirkdale and Preston Houses of Correction, and when they afterwards proceeded to vote £40 for the purchase of vestments, chalice, linen, crucifix, candlesticks, and other articles necessary to enable the Roman Catholic minister to celebrate the services of his Church, the county Treasurer refused to pay the amount. Some comments upon this singular collision between the justices and their county treasurer, appeared in these columns at the time †, but, so far as we are aware no other case has arisen, except that in Middlesex, already referred to, which has been a much vexed question now for some time at the meetings of the justices for that county.

The point, then, is whether the "religious instruction" to be given to prisoners of other religious persuasion than that of the Established Church is to be limited to a visit to each prisoner individually, or whether it is to include a service performed for the benefit of an assembly of those prisoners. The advice the justices have resolved to act upon declares the latter to be only in accordance with the spirit of the Prisons Act, 1865.

We are bound to admit that a prison is not intended to inflict such punishment as consists in depriving men of religious consolation. When for their crimes we deprive men of their liberty it is intended they should have every opportunity of thinking over their evil ways with a view to reformation in the future. The hardened will not, of course, consider religious instruction any benefit, but that cannot be made a plea for depriving all prisoners of the softening influences of religion. If then we provide a chaplain for Protestant prisoners, it appears that those of other religious persuasions must be put in a position, if they desire it, to receive such religious instruction as their previous habits and education have accustomed them to. We know full well that prisoners like going to chapel, not because they wish to be taught, but for the sake of variety and because it gives them an opportunity of surreptitiously communicating with each other, and this even under the vigilant eye of the warder. This abuse ought not to be the means of depriving prisoners of all such teaching. In fact, all the arguments which could be used in favour of providing a chaplain and a chapel for Protestants in our gaols would apply equally to the case of Roman Catholics, and the Legislature has taken this view.

THE *Times* of Wednesday morning printed among the law notices for the day a "paper" for the Lords Justices. It was perhaps in consequence of this mistake that a large number of persons flocked to Lincoln's-inn that morning in the expectation that Lord Justice Rolt would take his seat there for the first time, and a large number of others crowded the Lord Chancellor's Court in the expectation apparently of witnessing the ceremony of swearing-in the new Lord Justice of Appeal in Chancery. All were, of course, doomed to disappointment. In the Lord Chancellor's Court there was an evident stir of expectation as Lord Chelmsford and Lord Cairns took their seats under Hogarth's big picture at half-past ten, but somewhat of a blank fell on the decorously eager faces when, their Lordships having, after the customary nod to the bar, assumed their seats, the registrar called out, in matter of fact tones, "*Howard* v. *The Earl of Shrewsbury*—appeal for judgment," and Lord Chelmsford proceeded to read through a long judgment. A good many of the "audience," however, still hung on—some to hear the judgment, and some apparently with a vague idea that they would ultimately see what they came to see, and that the judgment might be, after all, a mere preliminary.

On Thursday Sir John Rolt was sworn in privately, and took his seat in court the same day. And thus the two late leaders of the chancery bar may now be seen sitting side by side upon the bench.

Sir John Rolt is the son of a Calcutta merchant, and, as a young man, was a clerk in the office of Messrs. Pritchard & Son, Doctor's-commons. Preferring the bar, however, he entered at an inn of court, and was called to the bar in 1837 by the Inner Temple. He became a Queen's Counsel in 1847, and the year following contested Stamford unsuccessfully. He subsequently stood for Bridport, but with no better success. In 1857 he was returned for the constituency, West Gloucestershire, which he has ever since represented.

BEREZOWSKI, the young Pole who shot at the Emperor of Russia, was on Monday last convicted by the jury, but with "extenuating circumstances." He was accordingly sentenced by the President to hard labour for life (*travaux forcés*). A *verbatim* report of the proceedings

* 9 Sol. Jour. 770. † 8 Sol. Jour. 971.

at the trial has appeared in the London *L'International* newspaper; and, after reading the accounts, it must be admitted that our own criminal procedure contrasts by no means unfavourably with the French, especially as regards the questions put to the accused by the judge.

WE PRINT, in another column, an account of the proceedings in Vice-Chancellor Wood's Court respecting the *Pall Mall Gazette* and the *Tichborne case*. Our contemporary made certainly a very palpable slip in publishing the article complained of, and is consequently visited in the matter of costs. The article in question was undoubtedly clever, as the Vice-Chancellor seemed to think (to which opinion of his Honour's due prominence is given in the *Pall Mall's* report of the case), but it certainly was a most questionable proceeding to comment in such strong language upon the evidence which was not yet presented to the Court.

OUR JUDICIAL SYSTEM.—No. I.

There are few topics (if we except Parliamentary Reform, perhaps none) to which public attention has been of late so eagerly or so ignorantly directed, as the reform of our judicial system. Commencing with the scheme, now happily abandoned, of simply adding an extra judge to each of the superior courts of common law, and bringing forward in turn almost every possible proposition except that which seems to us obviously the right one, the Government have for many months been vainly endeavouring to discover, and the opposition lawyers as vainly endeavouring to suggest, some possible scheme for facilitating the administration of justice. The united efforts of all the "big-wigs" in and out of Parliament have culminated in the production of three measures, all of which will, we presume, in due time receive the royal assent; of which it is not perhaps too much to say that two are positively prejudicial, and the three at any rate of very doubtful benefit.

The proposed alterations in the Court of Chancery reproduce or exaggerate two of the most serious defects in the old system, viz., the entrusting of judicial functions to subordinates, and the appeals to a single judge.

There are, we take it, three cardinal defects in our present system of Chancery practice, no one of which is in the least alleviated by the proposed changes, whilst the accumulation of arrears in chambers and in the appellate court are to be removed simply by deteriorating the quality of the tribunal in each case;—

"Et propter vitam, vivendi perdere causas."

The public desire rapid justice, and it is proposed to make it rapid by making it less trustworthy than at present. The absurdity of endeavouring to meet the want of judicial power in Chancery—the fact that there are more questions of law arising there than the judges can decide on the present system by an increase in the staff of clerks, has been ably exposed by our contemporary the *Saturday Review*, in an article which forcibly points out that the inevitable result of the measure will be to reproduce the old system of masters, without indeed the delay which used to take place in the masters' offices, but with all the other evils of that essentially vicious system aggravated and intensified.

The vice in the proposed alteration in the constitution of the Court of Appeal, though different, is not less grave; we scarcely know any system more calculated to produce uncertainty—more sure to bring the administration of justice, if not the law itself, into contempt, than the practice of appeals from one judge to one judge, except in the cases where there is a manifest and necessary difference in the status and qualifications of the judges in question. An appeal from a county court judge to a Vice-Chancellor, or to a single Common Law judge is unobjectionable, because there is a presumption, from the mere relative position of the judges, that the appellat court is the stronger; but in an appeal from a Vice-Chancellor to the Lord Chancellor or to a single Lord Justice (apart from any consideration of the *personnel* of the judges who, for the time being, may fill these offices), there is no such presumption, because the qualifications of the judges are identical, the difference in their *status* is purely official, for example; and we purposely avoid all reference to any present occupant of the bench. What weight would have been attached to a judgment of Lord Truro or Lord Campbell reversing a judgment of Vice-Chancellor Kindersley, or of the late Lord Justice Turner when vice-chancellor? And yet, whether this has or not in effect happened, there is no improbability in the suggestion. It is matter of notoriety that the question which of two particular judges should be the one entitled to reverse the decrees of the other has depended more than once, and that at no distant period, not on any question of their relative judicial fitness, but simply on the greater or less weight which a particular nobleman had in the Cabinet. An appeal court, consisting of a single Lord Justice (which is now proposed as a remedy for the arrears in the appeal court), is, in three important particulars, the very worst court of appeal which would be created; rivalling in all its defects the old abolished appellate jurisdiction of the Court of Queen's Bench, and differing from that system only for the worse.

There are, we take it, three qualifications necessary for a good Court of Appeal. First—The judges should be of the highest class. Secondly—They should be as numerous as possible. Thirdly—The constitution of the court should be as varied as is consistent with due attention to the other two requisites. The existing Court of Appeal in Chancery possesses the first requisite only, and, relatively speaking, does not possess even that, the judges of that court not being selected from any higher class than the judges of first instance. Indeed, as these latter are, and ought to be, themselves of the very first class, it would be simply impossible that any such difference should exist.*

We have said that there are three grave defects in our present Chancery system—by these we mean:—first, the large extent to which judicial functions are exercised by "deputy judges," *i. e.*, the chief clerks; secondly, the small number of judges (one or two as the case may be) who sit to decide important questions of law; thirdly, the constitution of the Court of Appeal.

All these evils might, we think, be greatly palliated, if not removed, by the adoption of a sounder system, to which we have never heard any sounder objection urged than that it is "new;" an objection not, we think, entitled to any very great weight.

In order to this, however, it is essential that the proposed Civil Law court should not be constituted, and we think that there are good reasons why it should not. True, it contains some elements of good, and if the present system of exclusive and divided jurisdiction is to be continued, it supplies perhaps the readiest means of stopping the gap at present felt in the ranks of the common law judges. But, then, this very exclusive jurisdiction is itself an evil, as it tends to beget narrow and exclusive views of particular branches of the law, and moreover bandies the suitor about from court to court, to the great prejudice of the interests of justice, and in complete opposition to that "fusion" for which all men appear to long, though none seem to know how it is to be attained. Besides, this court, if constituted, would perpetuate an unnatural division and not less unnatural conjunction. The only true ground for distinct jurisdiction is, as has been well pointed out by Mr. Arthur Houston, a difference of procedure; and the proposed court will, if constituted, have jurisdiction over a variety of subjects requiring very different procedure, while it will withdraw those subjects from the cognizance of the courts whose procedure is strictly fitted to them respectively; and all this for no better reason than that the old-abolished ecclesiastical courts had managed, in the

* We speak, of course, of the *constitution* of the court. We desire to repeat that we do not refer, directly or indirectly, to the *personnel* of the Bench as at present constituted.

general scramble of jurisdiction in the seventeenth century, to keep exclusive hold upon these particular classes of cases.

The proceedings in matrimonial cases are almost exclusively issues of fact or simple questions of law between two parties, and the judgments in such cases are simple, and capable of being reduced to a few unvarying forms, and no administrative process (properly so called) is ever required; that is to say, the proceedings are essentially analagous to those of an ordinary action at law. The probate proceedings, on the other hand, are also exclusively administrative, and disputed issues of fact are comparatively few, the vast majority of questions of doubt being decided by the judge on motion; that is to say, the proceedings are very analogous to those of a suit in equity of the simpler sort, and require no machinery not already to be found in the court of Chancery.

The proceedings in Admiralty are of a mixed class; and while we think that the majority of collision suits are fitter for the determination of a jury of seamen than for any other tribunal, there are various administration questions of different kinds, which require a machinery not now to be found in a court of common law. It would perhaps be best to leave the present commonest jurisdiction, simply transferring the general jurisdiction of the Court to the Court of Equity, but empowering the Common Law Courts to entertain proceedings *in rem* against the ship in any case where an action can now be maintained against the owner. By this scheme we place three judges at the disposal of the country—for it is clear that on the present system it will require not less than three judges to do the work—and, having regard to the division of jurisdiction already mentioned, we propose to allot two of these to the Equity bench, one to that of Common Law.

We should propose, in the next place, to abolish the Court of Appeal altogether. We quite agree with Sir Roundell Palmer that intermediate courts of appeal are, provided always that the Court of first instance is well constituted, a mistake, and that—from this qualification—the sooner we get rid of them, both at law and in equity, the better. The Lords Justices, thus rendered *functi officio*, we propose to replace by two vice-chancellors (subject, of course, to any rights of the existing judges) but without any corresponding increase in the number of courts or chambers or clerks.

Lastly, we would abolish the London Court of Bankrupty, transferring its jurisdiction to the Court of Chancery, and substituting for the three commissioners (subject to existing rights) two vice-chancellors.

We could thus have, when the proposed changes were completed, ten equity judges besides the Lord Chancellor, whose united cost to the country would not exceed that of the judges whom they are intended to replace.

The question how to employ these judges, together with the corresponding amendments of the common law system must be reserved for a future number.

MARINE INSURANCE AND THE INLAND REVENUE ACT.

The Inland Revenue Act of this session (30 Vict. c. 23) has made some alterations in the law relating to the stamping of policies of marine insurance. We do not propose at present to examine in detail all the provisions of this statute, but only to call attention to one or two of its most important enactments. Section 3 repeals eleven statutes, either wholly or in part. Some of the subsequent sections, in effect, re-enact portions of the repealed statutes, while others contain entirely new provisions. Even those parts of this statute which are re-enactments may give rise to some questions, as the words of the old statutes are not always followed, and it may possibly be difficult to say whether or not the law has, in these cases, undergone any alteration. We propose, however, only briefly to notice here those sections which clearly make a change in the law. The first of these is the 4th, which defines the words "sea insurance" and "policy." Section 7 enacts that no agreement for sea insurance (with some few exceptions there referred to) shall be valid unless expressed in a policy. This seems to be new. As a matter of fact, of course, agreements for marine insurance are always in writing, and are then called policies; but it seems that until the passing of this Act it was not rendered necessary as a question of law that they should be in writing. Although this provision is therefore a change in the law, it will not produce much effect, because that which is now required has hitherto always been done as a matter of convenience. Section 12 is the most important one in the Act, and unfortunately its construction is not very clear. It provides that "where any carrier by sea . . . shall, in consideration of any sum of money, . . . agree to take upon himself any risk attending goods or property of any description while on board any ship, . . . or engage to indemnify the owner of such goods or property from any risk, . . . such agreement . . . shall be deemed to be a contract for a sea insurance." This seems to be aimed at those forms of bills of lading which in effect indemnify the owner of the property represented by them from damage which may be sustained during the carriage of the goods. It is not uncommon for shipowners to have two forms of bills of lading. Under one of these they are relieved by its express terms from any liability for any damage which may be sustained by the property. Under the other form, in consideration of a higher rate of freight, they undertake a greater liability. It would seem that the section we have quoted would require that bills of lading of this latter sort should be stamped as contracts for sea insurance. We do not at present discuss the probable effect of this section, which will, we fear, give rise to a good deal of litigation before its precise meaning is clearly ascertained. We only call attention to its existence, and to the fact that it makes an alteration in the law, in order that persons using bills of lading such as those we have mentioned, may examine them carefully to see whether they come within the scope of its provisions. If they do come within it, and are not stamped when first issued, as contracts of sea insurance, they will be of no avail, and cannot subsequently be stamped, even on payment of a penalty.

One of the statutes partly repealed by this Act is 27 & 28 Vict. c. 56. Section 1 of this statute first rendered re-insurance lawful. Formerly, except in one or two cases, this kind of insurance was not allowed by the law. This first section is now repealed, and if nothing further appeared in the repealing Act, of course re-insurance would now be illegal to the same extent that it was illegal before 27 & 28 Vict. c. 56. There are, however, in section 4 of 30 Vict. c. 23, a few words which would seem to show that re-insurance is still lawful. Section 4 defines the expression "sea insurance" to be "any insurance (including re-insurance) upon any ship," &c. &c. Re insurance thus seems to be recognised as legal, although it is by rather a forced construction that this section can be said to re-enact in effect the 1st section of 27 & 28 Vict. c. 56. This question can hardly be considered as free from doubt until the point has received judicial consideration.

There are some other minor changes which are not of much importance; but for the future, when any question arises as to the stamp on a contract of marine insurance, it will be necessary to refer to this Act, which now seems to contain nearly all the provisions which regulates the law on this subject. In conclusion, we notice that there is a form of a marine policy in the schedule, but we regret to observe that it is in the same old form which is so very unsuitable to express what is usually the intention of the parties to such a contract. This form of policy has no doubt before this received legislative sanction (35 Geo. 3, c. 63, sched.), but still it seems a pity that a form of contract which "has at all times been considered in courts of law as an absurd and

incoherent instrument" (4 T. R. 210, per Buller, J.) should again receive legislative approval by being inserted in an Act of Parliament. It would not have been very difficult to draw up a plain and simple form which would be well adapted for conveying the intention of parties to contracts of this nature, and if such a form had been inserted in this Act it would have gone far to induce merchants and underwriters to consider whether they would not do well to adopt a simple and statutory form for their policies rather than an old and absurd one.

LIMITED LIABILITY.—MR. OPPENHEIM'S LETTER TO THE *TIMES*.

In the *Times* of Thursday appeared a long letter from Mr. Oppenheim, about the contention of the Overend & Gurney shareholders, the Companies Act of 1862, Vice-Chancellor Malins' judgment, and the late judgment of Lord Cairns in the *Reese River Silver Mining Company's Case* (reported 15 W. R. 882). Mr. Oppenheim complains of the "apparent divergence" of judicial opinion "in reference to the law of partnership as it affects the liability of shareholders in limited companies established under the Act of 1862;" states his opinion that the decision of Sir Richard Malins is "according to common sense, to common law, and common justice;" "fails to discover" in the "practical issues" of Lord Cairns' decision either common sense, common law, or common justice, and concludes by trusting that the House of Lords will side with common sense, &c., and not adopt the course by reversing the Vice-Chancellor's decision of "virtually confirming in a measure the strong suspicion entertained in some quarters, that recent commercial legislation, both as regards railway and other public companies, has been intentionally wicked." It is but fair, however, to say that Mr. Oppenheim's letter seems written in no uncandid spirit; he dissents, naturally enough, from Lord Cairns' opinion, and holds with that of Vice-Chancellor Malins, and gives what he imagines to be reasons in support of his view. The question involved is one of the most difficult questions of a difficult subject, and it is no disgrace to Mr. Oppenheim that he has entirely failed to apprehend the grounds upon which the decision must proceed. We may observe, though this is of little moment, that it was not, as Mr. Oppenheim seems to suppose, the Companies' Act of 1862 which introduced the important change in company law, the effect of which is now to be determined. The great change dates from the first operation of the Act of 1856. That Act first introduced an important and essential change in the provisions affecting creditors and shareholders, the former especially; and the effect of that change upon the relative rights of shareholder and creditors in misrepresentation cases, is the point upon which Sir Richard Malins and Lord Cairns have differed.

Now it cannot too thoroughly be borne in mind that the function of a court of justice in adjudicating upon a case such as that now pending, is not to legislate, but simply to assess the effect of, and assign their equivalent operation to, the actual enactments which have reference to the matter; this Mr. Oppenheim seems scarcely to bear in mind when he speaks of "the mighty fact, which no Court can morally annul, nor ingenious counsel explain away, that the creditors did in reality trust, not the directors only, but the entire body of shareholders, and their five millions of paid and unpaid capital." The question is not: did the depositors, when they entrusted the company with their balances, actually rely on the security they supposed must accrue to them from the presence in the company of this body of shareholders? But the question, at least one part of the question, is, can the Court recognise any such implied contract between the creditor and the individual shareholder? Or, in fact, is there any such contract in the eye of the law between the creditor and the individual shareholder. Vice-Chancellor Malins did not himself enter into this question; but bearing in mind that, before the Act of 1856, creditors had been, in certain cases, used successfully to oppose the escapes of duped shareholders, he eluded the question by saying, in effect, that there was nothing in the later Acts to alter the case. Lord Cairns, however, distinctly says that in the case of a company under the Companies Act, 1862, there is *no* contract between the creditor and the individual shareholders, and it certainly is a logical sequence that when the Legislature erects certain individuals into a corporation,—says that for certain commercial purposes they shall be regarded as one *person*,—contracts made by outsiders with the collective person are not to be viewed in anywise as contracts made with *individual* members of the corporation. If this be so, how were the Courts ever justified in cases like that of *Henderson* v. *Royal British Bank*, before the Act of 1856, in allowing a creditor's claim to interfere with a duped shareholder's individual right to have his share contract rescinded? For companies were just as much corporations before the Acts of 1856 and 1862 as they are now, and the principle of no contract by the individual members therefore did not first come into operation with those Acts. Were the courts wrong in *Henderson* v. *The Royal British Bank* and similar cases? The answer, we believe, will be found in the following considerations. The Legislature having formed certain individuals into a corporation, it was necessary nevertheless that there should be *some* means of communication between outsiders and the individual members for the purposes of adjusting due payments, &c. Before the Act of 1856 the provision in this respect was as follows:—The creditor was allowed, after certain preliminaries, to sue the individual shareholder on a *sci. fa.*, this was the means allowed to the creditor of collecting his debt. The creditor had a right in this way to get his debt from any particular shareholder, and the shareholder who had become so on a false representation of the corporation had a right to be released (at that time his mode of effecting this would have been by bill in equity); but it happened occasionally that, as in *Henderson's case*, the creditor engaged in collecting his debt, and the shareholder seeking to escape from the company, ran against each other in the passage. Here were conflicting claims, each equally sound in its own way. And the rule the Court adopted was in effect that of "first come first served." Whoever was first astir, his contention prevailed. The shareholder was not allowed to plead misrepresentation when sued on a *sci. fa.*, and the creditor could not come in and oppose the escape of a shareholder who had filed a bill to rescind his share-contract. This appears to us to be the principle on which the Court must, consistently with Lord Cairn's view of the "contract" question, be supposed to have acted in the old cases.

Then to the law as it now is. The Act of 1856 took away the creditors' power of singling out a particular shareholder, and suing him on a *sci. fa.*, and substituted an entirely different mode of procedure. The creditor who wants to collect his debt can only do so now through the medium of an official liquidator, by obtaining the dissolution of the company. The official liquidator being an officer of the Court of Chancery, who represents both sides, and whose business it is to get in the assets with one hand and distribute them with the other.

After this, the natural inquiry is, this alteration of procedure having been made, what happens now if the escaping shareholder and the creditor who is getting in his debt, through the official liquidator "run against each other in the passage." If the old rule is by analogy to be regarded, the result will be that the creditor will prevail against the shareholder if his winding-up order preceded the shareholder's movement, and *vice versâ* if the shareholder were first in the field; and as we have remarked before, this would practically be rather a good rule, though that is now irrelevant. This is the great point which is not yet decided, and (unless considerations of time should stop the case at an earlier point) will have to

be decided in the Overend and Gurney case. We say, this is the point to be decided, for it cannot be said to have been decided yet. Lord Cairns did, indeed, in the last case say that "the fact that the interest of creditors was involved in winding-up did not alter the matter," but that observation may have been adduced with reference to the particular facts of the case before him, in which the bill was filed some time *before* the winding-up of the company. More probably, however, his Lordship meant that the winding-up created nothing in the shape of a contract between the creditors and the individual shareholders. That there can be no doubt of. The doubt we have been suggesting is independent of the consideration of contract.

We have thus gone through the legal principles involved in the matters about which Mr. Oppenheim has written. It was better and easier to deal with the matter so, than to deal directly with Mr. Oppenheim's remarks, which appear to have been written from an entirely mistaken point of view. What that gentleman's object was in writing to the *Times* we cannot imagine; if he hoped to influence the members of the House of Lords, who may be supposed to read the *Times*, that was not right; if he merely wished the public to hold one particular view of the effect of a statute, he is certainly very solicitous for their legal education. We do not, however, see much objection to Mr. Oppenheim's writing on the subject, since it pleased him to do so. The subjects discussed are purely points of law. Had the question written upon been an inference from an issue of *fact*, then such a letter would, *pendente lite*, have been highly reprehensible.

RECENT DECISIONS.

HOUSE OF LORDS.

Great Western Railway Company v. *Bennett*, 15 W. R., H. of Lds., 647.

It is a general rule that on a conveyance of land in fee all that is above and beneath the surface passes to the vendee, who becomes entitled in the absence of any clause in the conveyance reserving rights to the vendor to the mines under the land as well as to the buildings upon it. There are some exceptions to this rule, one of which arises when land is taken by a railway company under the provisions of the Railways Clauses, &c., Act, 1845. The 77th section of that statute expressly provides that a railway company is not "to be entitled to any mines of coal, ironstone, &c, or other minerals under any lands purchased by them except only such parts thereof as shall be necessary to be dug or carried away or used in the construction of the works unless the same shall have been expressly purchased."

The following sections provide, that if the owner of any minerals lying near the railway shall be desirous of working the same he shall give the company thirty days notice in writing of his intention to do so, and, if it appears that such working would be likely to damage the railway, then the owner shall not work the minerals and the company shall pay him a compensation for his loss. If the company will not pay any compensation then the owner may work the minerals.

The question to be decided in this case was whether, when a railway company purchases land, it impliedly purchases at the same time the right of support for that land from the subjacent and adjacent strata. By the words of the Railways Clauses Act, 1845, it was clear that the company did not acquire the right to work the mines by the mere purchase of the surface, as would have been the case on an ordinary sale of land. But it was argued that the company was entitled to the support of the minerals as a mere common law right which had not been taken away by statute. The company relied on the case of *Humphries* v. *Brogden*, 12 Q. B. 739, and other similar cases, which show that, under ordinary circumstances, the owner of the surface, even if not also owner of the minerals, is at least entitled to support from the subjacent strata. The case of *The Caledonian Railway Company* v. *Sprott*, 2 Macq. 649, seemed also in point, as it was there held that if land is sold for the purpose of a railway being made upon it, all support, both subjacent and adjacent, necessary for the railway, is also sold.

It was held that a railway does not acquire any right of support by the mere purchase of the surface of the land; and, therefore, if a railway company refuses to treat with the owner of mines subjacent or adjacent to their line, who is desirous of working his mines, such mine-owner may work his mines exactly as he might have done if the surface belonged to him, even although such working may cause the surface to subside and so injure the railway. This decision does not at all conflict with *Humphries* v. *Brogden*, or with the *Caledonian Railway Company* v. *Sprott*, as in both those cases the question had to be decided by reference to the ordinary rules of the common law, while in the *Great Western Railway Company* v. *Bennett*, the decision depended entirely upon certain clauses in the Railways Clauses, &c., Act, 1845. When the provisions of this Act are examined, the case appears so clear that, in the words of Lord Westbury, one may well feel "astonished that any argument could have been raised upon the ordinary application as applied to a grant which is so entirely excluded by the express enactment of the statute, and also by the accompanying provisions that define, beyond the possibility of mistake, the true relation which, after the land has been conveyed to the railway company, continues to exist between the company and the "mine-owner."

EQUITY.

REDUCTION OF THE NOMINAL VALUE OF THE SHARES OF A LIMITED COMPANY.

Re The Financial Corporation (Limited), 15 W. R. 948.

The above case, recently decided by the Court of Appeal, shows that a reduction of the nominal value of shares by increasing their number cannot legally be made under the provisions of the Companies Act, 1862. The 8th section of that Act provides that, in the case of a company limited by shares and registered under it, the memorandum of association shall contain five things, of which the fifth is "The amount of the capital with which the company proposes to be registered divided into shares of a certain fixed amount." The 12th section of the Act provides that "Any company limited by shares may so far modify the conditions contained in its memorandum of association, if authorised to do so by its regulations as originally framed, or as altered by special resolution in manner hereinafter mentioned, as to increase its capital by the issue of new shares of such amount as it thinks expedient, or to consolidate and divide its capital into shares of larger amount than its existing shares, or to convert its paid-up shares into stock; but save as aforesaid, and save as is hereinafter provided in the case of a change of name, no alteration shall be made by any company in the conditions contained in its memorandum of association." The Financial Corporation (Limited) was registered under this Act in 1863, and its memorandum of association contained this condition:—"The nominal capital of the company is £3,000,000, divided into 30,000 shares of £100 each, subject to be increased or modified." The articles of association gave power to the directors to "reduce the nominal value of the shares or any of them, by dividing the same into a larger number of shares of any nominal value authorised by law, so that the shares when reduced should together be equivalent in nominal value to the nominal value of the original shares before the reduction." On the formation of the company, 15,000 shares of £100 each were allotted, and £5 per share was called up. In July, 1864, the directors duly resolved, in pur-

suance of the power in the articles, to reduce the nominal amount of the shares from £100 to £20, dividing each £100 share into five shares of £20 each, and crediting each of the latter with £1 paid up. This arrangement was carried out, and the shares were entered in the share register of the company as £20 shares, and dealings in them afterwards took place on that footing. The company being wound up, the holders of the £20 shares sought to escape liability as contributories, on the ground that the creation of the £20 shares was altogether invalid, and that they were consequently never shareholders in the company. The Lords Justices held that the conversion of the shares was unauthorised by the Act, and also by the memorandum and artcles of the company.

Lord Justice Turner was clearly of opinion that the statute did not warrant the conversion of the shares, but would not give any opinion as to the effect of the registration of a memorandum containing provisions not warranted by the statute, though he thought that the memorandum of this company did not contain such provisions. Lord Cairns was of the same opinion as to the construction of the statute, and he also thought that it "would not be competent even by an unambiguous word in the memorandum to obtain this power of reducing the shares." Their Lordships were both of opinion that the provisions of the statute in this respect were intended for the benefit of creditors, and Lord Cairns remarked that though a consolidation and increase of the nominal value of the shares might be beneficial to creditors, as making the capital more easy of collection. yet in the case of a subdivision, creditors might, in the event of a winding-up, be left "with the unpaid capital of the company scattered through such a number of hands that the sum recoverable from each would not pay for the trouble and expense of collection."

Though, however, the Court held that the creation of those £20 shares was altogether illegal; they were of opinion that the holders of those shares were liable as contributories in respect of a corresponding number of original £100 shares, provided the £20 shares could be identified as to each five of them with original £100 shares, and provided that the transfers to those persons had been in the common form of transfer, professing to transfer shares described by certain numbers (not stating the value) subject to the conditions on which the transferor held them immediately before the execution of the transfer. The transferor, their Lordships thought, held the £20 shares as representing the original £100 shares, and the transfer passed his interest in this way in the capital of the company.

Moreover, in a case in which a holder of original £100 shares had not exchanged the certificates of those shares for certificates of £20 shares on the conversion, and his shares had, for non-payment of a call made on them as £20 shares, been forfeited by the company under the designation of £20 shares, he having afterwards asked as a favour for the remission of the forfeiture, and on his application for that purpose, having recognized the shares as £20 shares, the Court held that the forfeiture would have been binding upon him, and was equally binding upon the company and the liquidator as claiming through it.

So far the result appears to have been exactly the same as if the attempted conversion of the shares had been valid. The Court, however, did not decide what the result would have been if the £20 shares in the hands of each shareholder of them could not be identified as to each set of five with an original £100 share; if, for instance, a transferee of £20 shares held four which had formed part of an original £100 share A, and one which had formed part of an original £100 share B. A case of this kind would involve many difficult questions about which the Court expressed no opinion, but which they may yet have to solve in the winding-up of this same company.

COMMON LAW.

Poulsum v. *Thirst*, 15 W. R., C. P., 766.

It is very usual now to insert in an Act of Parliament a provision that no one shall be liable to an action for anything done in pursuance of the statute unless the plaintiff gives the defendant notice of his intention to commence such an action and of the nature of the claim he intends to make. One month is the time usually fixed upon as the length of the notice which must be thus given. Great difficulty has often been felt in determining what is and what is not an act done in pursuance of the provisions of a particular statute. There have, however, been a good many decisions upon cases of this nature, and it is only by referring to them, that we can safely say when a notice of action under such circumstances is necessary. In *Poulsum* v. *Thirst* the question to be decided was whether the defendant was entitled to notice of action under section 106 of 25 & 26 Vict. c. 62, which provides that "no writ or process shall be sued out . . . against the Metropolitan Board of Works . . . or any person acting under their directions for anything done or intended to be done under the powers of such board . . . under this Act until the expiration of one calendar month next after notice in writing shall have been served upon such board . . or persons," &c. The plaintiff brought an action against the defendant for an injury caused to the plaintiff's premises by the flooding of a sewer which the defendant had dammed up. The immediate cause of the damage was the failure of the defendant to keep down the sewage by pumping. The sewer was properly dammed up in pursuance of the powers given by the before-mentioned Act. The damage was therefore occasioned by the mere nonfeasance of the defendant, and the plaintiff contended that this was not "an act done or intended to be done" under the statute. It was held that the defendant was entitled to notice of action under section 106, upon the authority of *Newton* v. *Ellis*, (3 W. R. 476,) and the Court made absolute a rule to enter a nonsuit.

There are so many statutes which contain provisions concerning notice of action or other special directions as to procedure where acts are done or intended to be done under them, that a decision of this sort is worthy of notice, for without the help of decisions, no amount of care in examining the words of this or other statutes containing similar enactments would enable any one to say with certainty what kind of act would, and what would not, entitle a defendant to the benefit of provisions of this nature.

REVIEWS.

A Manual of Marine Insurance. By MANLEY HOPKINS, Esq. London: Smith, Elder, & Co.

This book, which is written in an easy and agreeable, though somewhat diffuse style. has three defects,—the historical matter is too prominent, the general principles are so ill put as to have the appearance of unsoundness, and the value of the work, to the practical lawyer, is much diminished by the absence of any reference to the original reports in which the cited cases may be found.

Mr. Hopkins, when stating the principle of insurance, though correct enough in his account of it as in actual operation in England, does not treat the point very philosophically. He observes, "This is the central principle of insurance, the division and distribution of liability." This is to misstate the whole matter. And it is not a mere verbal misstatement, as the reader may convince himself if he will be at the trouble of looking at the illustration which follows on p. 49. "Small lines" are no part of the principle of insurance, but a mere result of the fact that insurance business, like all other business, cannot be monopolised by anyone. If one person could induce the whole world to insure solely with him at the present rates, there would be no division of liability, and yet we venture to predict an immense fortune would speedily be insured to himself. The fact is, the principle of insurance, and

the only principle is that which is apparent in what are called "mutual" associations; but is really in operation wherever legitimate insurance exists. All the rest is a mere machinery for enabling the premiums to be collected from the the contributors and paid to the losers.

Our author, indeed, is not happy in his general reflections. At page 57, he says, "and herein again insurance differs from a wager where both payments on and against an event, wait, and are dependent on, the decision of that event." If Mr. Hopkins' professional avocations had permitted him to visit Newmarket heath on a race day, and he had been induced to close with any of the vociferous offers of the gentlemen who carry on their business outside the ring, he would have found his statement far from universally applicable. The truth is, an insurance, that is *one* insurance is a wager pure and simple. The *system* of insurance is an expedient for distributing the total losses which occur during any period, however small, over all the assured proportionately to the sums assured, and the law permits the individual transactions, because they form part of the system.

The third peculiarity in Mr. Hopkins's book which we have ventured to describe as a defect, strikes us as very remarkable. The cases he refers to are cited by date and not from any set of reports; in some cases no date even is given, and there are not wanting instances where the very name of the case is omitted.

But the reader must not infer from our strictures that we wholly condemn the book as useless. To the practical lawyer we cannot honestly recommend it; but to that much wider circle of readers who are entering upon the study of the subject with the ultimate object of using their knowledge in practice, the book is calculated to prove most valuable. The style is lively and graphic, and to the beginner this is of greater importance than any extreme nicety of exposition. We have been especially pleased by the able recapitualation with which each chapter concludes. Our limits are already exceeded, or we should have liked to discuss at some length the interesting topic presented to the reader in the last chapter—"The conflict between Law and Custom." To this point we may return in a subsequent article.

A Review of Mr. J. S. Mill's Essay "On Liberty," and an Investigation of his Claim to be Considered the Leading Philosopher and Thinker of the Age, etc. By A LIBERAL. London: Published for the Author by Watson & Gardner, 1867.

The avowed object of this work is to diminish Mr. Mill's influence over the rising generation; a result, of the desirability of which the author appears to have satisfied himself after a rather hasty perusal of some of the works of that writer, having previously, as he "confesses" in his preface, formed a high opinion of him as a writer and philosopher without reading any of them. With a view to the furtherance of this object the author is good enough to furnish "those who wish to conserve the truth," whose name he assures us is legion, with "very potent weapons," in the shape of two words which "in the exercise of the privilege of a creative mind," he has ventured to coin. These are "Mill-quoting" and "Mill-stating;" which he proposes to use instead of "misquoting," and "misstating;" and which, he tells us, "pithily express what is meant to be conveyed." whatever that may be. We should certainly leave Mr. Mill's reputation to take care of itself against the attacks of this gentleman and his legion armed with these terrible weapons, but that this book may fall into the hands of some who have not read the works of the philosophic member for Westminster, and that it is just possible that some may be misled by it. The method adopted by the author for ascertaining Mr. Mill's proper place among thinkers and philosophers is as follows:—In the first place he refers us to another paper by himself in which he has classified all minds under certain heads—viz., Greatness, or first class; Genius, or second class; Ability, or third class; Cleverness, or fourth class; the average, or Mediocrity, the fifth class. Those below mediocrity," he says, "are not noticed." He then proceeds to take short detached passages from Mr. Mill's works, mostly from the Essay on Liberty, which, in his (the author's) opinion, contains ideas which a thinker of the first class could not have entertained. Whence he concludes that Mr. Mill ought to be placed in the fourth of the above classes. And thus, as he tells us, one great difficulty is got rid of, and the opponents of Christianity have only on their side a fourth-rate and not a first-rate man. This is "getting rid of" a difficulty with a vengeance, even supposing that there were any ground, which there is not, for classing Mr. Mill among the "opponents" of Christianity.

One instance of the way in which the author deals with Mr. Mill will be a sufficient sample of the whole book. Mr. Mill says that to undertake the responsibility of bestowing "a life which may be either a curse or a blessing—unless the being on whom it is to be bestowed will have at least the ordinary chances of a desirable existence, is a crime against that being. And in a country either over-peopled, or threatened with being so, to produce children, beyond a very small number, with the effect of reducing the reward of labour by their competition is a serious offence against all who live by the remuneration of their labour." Now, many persons may think that Mr. Mill insists too strongly on this doctrine. We are not, however, discussing Mr. Mill's reasons, and therefore have nothing to do with this. But our author deals with Mr. Mills' expression of opinion in a way which, happily for the credit of criticism, must be described as singular. According to him, it follows from this that for a woman, not able to support a child, to procure abortion, "would be laudable rather than otherwise;" because by so doing she would avoid the "crime" and "serious offence" spoken of by Mr. Mill. Is it not plain to the meanest comprehension that in the case supposed the life has already been bestowed, and consequently in Mr. Mill's estimation the crime against the individual being, and the offence against society have been committed, and the woman would only be adding to them a yet more serious crime against the being whom she has already wronged, and against society whom she has already injured. Few will believe that Mr. Mill would seriously advise her to take away life from a being in order to avoid the crime of giving it. The author, however, of the pamphlet under notice draws this remarkable conclusion of his own from Mr. Mill's words, and then proceeds to give Mr. Mill the full credit of it.

After noticing the author of this *brochure*, it is, perhaps, hardly necessary to say that we have not adopted his own distinction in the matter of "notice."

COURTS.

COURT OF CHANCERY.

LORDS JUSTICES.

July 18.—Sir John Rolt, the late Attorney-General, having been appointed one of the Lords Justices of Appeal, took his seat in court this morning for the first time. When their Lordships had taken their seats,

LORD CAIRNS, L.J. (addressing Mr. Selwyn, the newly-appointed Solicitor-General), said,—Mr. Solicitor-General,—It is impossible for us—it is, above all, impossible for me—to take our seats in this court for the purpose of resuming the sittings which have been for some time interrupted without adverting to the great loss which the public at large and which we in particular have sustained by the death of the late Lord Justice. To those members of the legal profession to whom the daily intercourse, public and private, of a long course of years had only served to show with increasing clearness the admirable qualities of his heart and mind, any words that fall from me must altogether fail to express what we all feel. But we may well desire to put upon record for the ear and eye of those to whom his simple and retiring disposition made him less familiarly known, that we are deeply sensible that there has been taken from us in the still full vigour of judicial exertion, in the ever-kindly and courteous discharge of great public functions, one whose place it will be indeed difficult to fill, one who has left behind him fame and reputation with which ambition far greater than his might well be satisfied—the reputation of an able and upright judge, a conscientious and efficient public servant, and a man beloved and honoured by all who came in contact with him.

Lord Cairns subsequently said that, in about a week, himself and his learned brother would announce the course they would pursue with regard to cases which had been partly heard before the late Lord Justice Turner, and which were now standing for further hearing and final disposal.

(Vice Chancellor Wood.)

Tichborne v. *Mostyn*—*Tichborne* v. *Tichborne*.—This case came before the Court upon a motion on behalf of the plaintiff, who claims to be Sir Roger Charles Doughty Tichborne, eldest son of Sir James Francis Tichborne and 11th baronet, that the publishers and printers of the *Pall Mall Gazette*, the *Times*, the *Morning Advertiser*, the *Morning Post*, and three Hampshire newspapers should show cause why they should not be committed for contempt of Court in publishing an abstract of the affidavits put in on behalf of the plaintiff (but not as yet before the Court) with comments calculated to prejudice the plaintiff's case.

The *Pall Mall Gazette* of the 15th contained an article headed "Tichborne *v.* Tichborne," which had been copied into the *Times*, and *Morning Advertiser*. This article contained, *inter alia*, the following:—"Many of them" (the affidavits) "are important enough if the deponents can endure cross-examination in the witness-box, many are obviously false, absurd, and worthless, being those of persons who never having seen the claimant before he left England are, nevertheless, convinced that he is the person he claims to be." The other papers had published original notices on the subject.

Giffard, Q.C., *Druce, Q.C.*, and *Locock Webb*, in support of the motion against the publisher of the *Pall Mall Gazette*, contended that the comments contained in the article in question were calculated to prejudice the mind of the Court and the verdict of the jury. Even if they did not bring about this result they might deter persons who would otherwise be disposed to do so from coming forward to give evidence, when the case which they were prepared to support was held up by anticipation as worthless and absurd, and their own testimony denounced as false. They did not press for an actual committal, but desired such an order at least as would effectually prevent a repetition of the offence.

Sir R. Palmer, Q.C., and *Speed*, for the publisher of the *Pall Mall Gazette*, contended that the article in question had nothing in common with those which were held in the cases referred to in support of the motion to amount to a contempt of court. Such publication of affidavits intended to be brought before the Court in a pending suit would have been better abstained from; but what did this article amount to? It was a perfectly fair abstract of the affidavits made without any extenuation, exaggeration, malice, or error. It assumed the truth of the plaintiff's statement, and was in reality calculated to assist his case and produce an impression in his favour out of doors. The points which were unfavourable to the plaintiff's case and the difficulties in his way were supported by anticipation in a way that he, as one of the counsel for the defendants, would have preferred left to himself to have made at the hearing of the cause. The plaintiff's solicitor might, for aught they knew, have himself put these affidavits in circulation. He had already placed an advertisement in *The Times*, in January last, in reference to the case. It was the constant practice of newspapers to make comments upon cases which excited public attention pending their decision, and in the very important proceedings in the Overend, Gurney case, before Vice-Chancellor Malins, no one had thought of interfering with the articles that were constantly appearing. The plaintiff sought in substance to restrain publication of a statement of his own rights.

The Vice-Chancellor said a gross contempt of Court had been committed. From the time of Lord Hardwicke this Court had acted upon the rule which was laid down by him in the case against the publishers of the *St. James's Evening Post* and the *Champion* newspaper. He cited Lord Hardwicke's judgment as follows:—

"Nothing is more incumbent upon Courts of Justice than to preserve their proceedings from being misrepresented; nor is there anything of more pernicious consequence than to prejudice the minds of the public against persons concerned as parties in causes before the cause is finally heard. It has always been my opinion, as well as the opinion of those who have sat here before me, that such a proceeding ought to be discountenanced."—(2 *Atk.*, 469.)

That such an attempt had been made, and made in a most offensive manner, he had not the slightest doubt. The author of the article in question had pronounced his opinion upon the documents before him with a clear and decided bias, and with all that boldness in which persons under the screen of the anonymous, and who had no responsibility cast upon them, thought themselves entitled to indulge. Those who had responsibility cast upon them, and especially that Court before whom the case was now pending, were bound to protect every suitor from such an attempt to pervert the course of justice, and especially to affect the minds of persons who might be otherwise, ready to give evidence in the case, but would hesitate in coming forward when they found that they would expose themselves to criticisms of this kind. The article in question was obviously the work of a person of education and information, and, adopting the words of Lord Langdale in *Littler* v. *Thompson*, 2 Beav. 129, he felt surprised that a gentleman of education and science should think that he was serving the cause of truth and justice by taking a set of documents which have not even been submitted to the judge who has to try the cause, and in making comments upon them, the bias of which was manifested by the concluding sentence—"We happen to know," &c. The writer must, of course, have been in communication with some of those parties who might, from not having made affidavits, be presumed not to be favourable to the claimant's case, and some clue to the source from which this article emanated was thus afforded. He disregarded altogether the suggestion that the article was furnished by the plaintiff's own advisers, and when it was urged that neither the plaintiff nor his solicitor had denied this charge he answered, *Qui s'excuse s'accuse*. Why should the plaintiff have defended himself against any such charge, which was not even suggested by any affidavit on the other side? It was said, however, and he was astonished at the confidence with which it was said, that this was a fair and unbiased comment, and did not err against those rules which have been laid down as to fair comment on matters of public notoriety. Those rules, however, did not extend to comments on matters still pending, which were not yet decided, and had not as yet been even brought before the court. In such a case, which was the one with which we now had to deal, the Court would fail greatly in the administration of justice if it allowed any such comments to be made. The article in question was unquestionably a very able argument addressed to the public in opposition to the view put forward by the plaintiff. He did not accuse the writer of incompetency. Far from it. Every turn of the case was with great ingenuity presented in the most unfavourable way to the plaintiff. The bias was most obvious, and the comments passed the terms of any legitimate comment, even if comment could legitimately be made upon proceedings pending, but not yet actually before the Court. They manifestly tended to direct and sway the minds of the judge and jury by whom the case would ultimately have to be determined, and, in his opinion, it was plain and manifest that there had been a most improper attempt at interference with the administration of justice. He reserved, however, saying what was to be done until he had heard the other cases.

The other motions were then proceeded with.

Roxburgh, Q.C., and *A. G. Marten*, for the *Times* and the *Morning Advertiser*, submitted that they had merely republished the article from the *Pall Mall Gazette*, without any comments of their own, acknowledging the source from which it had been taken.

Kay, Q.C., for the printer of the *Morning Post* (in which paper a leading article on the case appeared about a week back), was instructed to make a most humble apology to the Court if, by any inadvertence, he had been guilty of a contempt of Court. It was submitted, however, that nothing of the sort had been done, and that, at any rate, the printer was not the person responsible.

Shebbeare, for the *Southampton Times*, submitted that the article in that paper contained a mere *resumé* of the plaintiff's own evidence, without one word of unfavourable comment.

W. W. Cooper, for the *Hampshire Chronicle*.

Napier Higgins, for the *Hampshire Independent*, asked for time to meet the case raised against his client.

Sir R. Palmer, Q.C., said that as soon as the proprietor of the *Pall Mall Gazette* had been informed of his Honour's opinion he had at once desired to make his humble submission and apology to the Court.

The Vice-Chancellor was glad to hear this, and said that after this submission the ends of justice would be met by making the *Pall Mall Gazette* (the source of all the mischief) pay the costs of the motion. With regard to the *Times* and the *Morning Advertiser* there would be no order, each side paying their own costs. In the case of the article

in the *Morning Post*, which went beyond a mere reprint of the affidavits, the printer must (as in the case of the *Pall Mall Gazette*) pay the costs of this motion, and as to the printer being made responsible for the contents of the paper, he would, no doubt, be indemnified, and there was ample precedent for the course, among other instances, in the prosecution of Mr. Woodfall, the printer, arising out of the proceedings in reference to Junius's letters. The cases of the Hampshire papers would all stand over.

(Before Vice-Chancellor MALINS.)

July 13.—Several counsel engaged in unopposed petitions being absent,

The VICE-CHANCELLOR said that in future, commencing from next week, he should strike out every petition on the first time of its being called, if no one appeared upon it; but if any gentleman came and said he was engaged elsewhere at the time, then he would hear him.

COURT OF BANKRUPTCY.

(Before Mr. Commissioner GOULBURN.)

Application was made to his Honour to appoint a sitting under a deed case. The leave of the Court had been obtained to issue execution under a deed, the second which the debtor had executed; and he had thereupon made a third deed, as was contended, with intent to defeat the order of the Court.

R. Griffiths now asked for a sitting to examine the debtor under the third deed. He referred to a docision of the Lords Justices in the case of *Ex parte Cowen*, 15 W. R. 859, to the effect that where there was anything like trick or contrivance the Court would not give effect to the deed.

His HONOUR said the abuses practised under the guise of deeds of composition and arrangement were perfectly frightful. He had heard of a case where a deed promised a composition payable by quarterly instalments, and as soon as ever the first instalment came due the debtor was prepared with a new deed. He granted the sitting applied for.

MIDDLESEX SESSIONS.

A SCENE IN COURT.

July 17.—*Police assault case.—Prisoner found guilty.*—Deputy Assistant-judge in summing up to the jury—In consequence of a report in the *Times* of Saturday week, in which it appears that two successive acquittals in police assault cases were obtained, it seems to have gone abroad that the police are not considered worthy of belief without corroboration. It seems a very strange thing that those two cases should have been reported and not the three other cases and I can only attribute it to some motive on the part of the person who reported it. No doubt he had some private object to gratify and probably handed the acquittals before the public for his own glory. Those reports were unfair and untrue.

Mr. *Harris.*—I was the counsel who obtained the acquittals but I repudiate the assertions you have attempted to cast upon me by intimating that I wrote the reports for my own purposes. Those reports were not untrue in any particular and were not written by me. The gentleman who wrote them is not here or he would defend himself against these unfair charges.

Judge.—I say that reports should be reports of convictions as well as acquittals.

Mr. *Harris.*—I say that no person occupying the position of judge has a right to attempt to interfere with the liberty of the press, or to dictate to any person who writes for—

Deputy-Judge.—They should report fairly.

Mr. *Harris.*—I say that those reports are fair, and I only wish now that I had written them myself in order that I might have the right to defend them more fairly. So long as I remain here and it falls to my lot to report any day's proceedings, I shall report what I please totally irrespective of your lordship's will, wish, or dictation. I repeat that those reports were fair and correct. I wish everything that occurs in this Court in one day were reported. Your lordship's observations to the jury during a trial that you would *sentence all the prisoners at once after all had been tried*, would then have been published. A more unfair observation to the jury could not be made. Fortunately, however, no prisoner was convicted that day.

HOME CIRCUIT.

HERTFORD.

July 17.—*Cutts* v. *Poulton and Another.*—This was an action by Mr. John Cutts, an attorney, against the proprietors of the *Manchester Examiner and Times*, for an alleged libel, in a report of an application against him in the Queen's Bench. The application was that should "answer the matters contained in certain affidavits;" the report stated, in mistake, that it was to strike him off the rolls.

Hawkins, Q.C. (and *Philbrick*) for the plaintiff, said their client was an attorney of long standing, and held the responsible position of town clerk in the borough of Chesterfield, where he resided. The libel was published in a paper circulating largely there, and his character as a public man would be seriously affected by it unless an explanation could be given. It would be calculated to prejudice him seriously in the estimation of his clients. The defendants had consented to a full public apology and retractation of the libel; but on looking at what had appeared from them it did not seem satisfactory to Mr. Cutts, who felt that his character should be set right and the facts made known as fully as the libel had been. He did not wish for costs or damages, but merely that the statement of facts should be fully set forth, and having no other object, he had consented to withdraw further proceedings in the case.

Serjt. Ballantine, for the defendant.

The defendants had pleaded an apology under Lord Campbell's Act, and lodged £2 in court.

A juror was withdrawn.

APPOINTMENTS.

SIR JOHN ROLT, Attorney-General, has been appointed Lord Justice of Appeal in Chancery, to succeed the late Lord Justice Turner.

MR. BALIOL BRETT, Q.C., has been appointed Judge of the Admiralty Court, to succeed Dr. Lushington.

The Solicitor-General, Sir J. B. KARSLAKE, succeeds Sir John Rolt, as Attorney-General.

MR. C. JASPER SELWYN, Q.C. of the Chancery Bar, is the new Solicitor-General.

Mr. J. GOLDSMITH, of No. 47, Carter-lane, Doctor's Commons, has been appointed a London Commissioner to administer oaths in Chancery.

Mr. MATTHEW WEBB, of Bournemouth, has been appointed a Commissioner to administer oaths in Chancery.

PARLIAMENT AND LEGISLATION.

HOUSE OF LORDS.

July 12.—Lord Redesdale called attention to the London, Brighton, and South Coast Railway Bill, which, the company finding that they would be unable to raise the money they required by means of the pre-preference shares sanctioned by a former bill, would allow of their issuing stock at a discount. This was an objectionable course, but less so, he thought, than the issue of pre-preference shares; he therefore was disposed, under the circumstances, to allow stock to be issued at a discount.

Lord Romilly thought there should be an inquiry before such a new principle was adopted as a precedent.

The second reading of Lord Redesdale's Meetings in Royal Parks Bill was postponed.

On the report of amendments to the Consecration of Churches and Churchyards Bill.—A clause extending the operation of 4 & 5 Vict. c. 38 (An Act to afford further Facilities for the Conveyance and Endowment of Sites for Schools), and 12 & 13 Vict. c. 49 (An Act to extend and explain the Provisions of the Acts for granting Sites to Schools), to the case of persons desirous of granting land for the enlargement of churchyards, was, on the motion of the Earl of Portsmouth, added to the bill. The report of amendments was then agreed to.

The Trusts (Scotland) Bill was read a second time.

Court of Chancery Appeals (Despatch of Business) Bill.—The Lord Chancellor moved the second reading. Lords Romilly and Cairns approved the bill, which was then read

a second time, and, the standing orders being suspended, the third reading was fixed for Monday, the 15th.

July 15.—The Real Estate Charges Act Amendment Bill, the Public Records (Ireland) Bill, and the Court of Appeal Chancery (Despatch of Business) Bill were read a third time and passed.

The Trust (Scotland) Bill passed through committee.

July 16.—The Lord Chancellor's Bill to simplify the formalities of prorogation was read a first time.

The Turnpike Trusts Arrangement Bill was read a first time.

The Representation of the People Bill was read a first time and stands over for the second reading on Monday, the 22nd.

The Transubstantiation, &c., Declaration Abolition Bill, and the Trusts (Scotland) Bill were read a third time and passed.

The Earl of Westmeath protested against the partial and incomplete manner in which, he said, his speeches in the House were reported.

The Merchant Shipping Bill and the Patriotic Fund Bill passed through committee.

July 18.—The Lord Chancellor's Prorogation of Parliament Bill, the Turnpike Trusts Arrangement Bill, the Barrack-lane, Windsor, Right of Way Bill, and the Agricultural Employment Bill were read the second time.

The report of Amendments was received on the Merchant Shipping Bill and the Patriotic Fund Bill.

HOUSE OF COMMONS.

July 12.—Representation of the People Bill (report of amendments).

The following clauses were added to the bill :—

Mr. Clay.—To include in the "expenses" of registration the reasonable charges of town clerk or clerk of the peace.

Mr. Russell Gurney, for insertion after clause 34.—A clause making any copy of the reports of Royal Commissioners evidence of such reports.

Colonel Wilson-Patten.—Providing for the issue of writs in the County Palatine of Lancaster direct to the sheriff or returning officer.

Mr. Treeby.—Directing overseers to make out lists, to be open for inspection, of persons in arrear with their rates.

A clause proposed by Mr. Berkeley, introducing the ballot, was rejected by a majority of 161 to 112.

A clause proposed by Lord E. Cecil, incapacitating from voting any person who had been sentenced to penal servitude and not received a full pardon, was rejected by a majority of 168 to 127.

An amendment by Colonel Herbert to clause 29, adding Much Wenlock to the four agricultural boroughs excepted from the provision against the payment of travelling expenses, was carried by a majority of 143 to 103.

An amendment by Mr. Lowther, to enable members of the Universities of Oxford and Cambridge to vote at borough elections in respect of rooms in colleges, was carried by a majority of 145 to 61.

On the motion of Sir R. Palmer, the First Church Estates Commissioner and the Master of the Rolls were omitted from the schedule of "offices of profit," the interchange of which by ministers is to be made without vacating of seats.

Some verbal amendments were also made.

The Trades' Union Commission Act Extension Bill was read a third time and passed.

The Turnpike Trusts Arrangement Bill and the Industrial and Provident Societies Bill passed through committee.

Lord Elcho's Master and Servant Bill went through committee.

The Carriers' Act Amendment Bill was read a second time.

July 15.—The Representation of the People Bill was read a third time.

The Courts of Law Officers (Ireland) Bill, as amended, was considered.

The Common Law Courts (Ireland) Bill and the Execution of Deeds Bill were withdrawn.

The Public Health (Scotland) Bill (re-committed), the Turnpike Trusts Arrangement Bill, and the Dogs Regulation (Ireland) Act (1865) Amendment Bill passed through committee.

In committee on the Admiralty Court (Ireland) Bill, the clauses up to clause 114 were agreed to.

The District Lunatic Asylums Officers (Ireland) Bill and the guarantee of Government Officers Bill ware read a second time.

The Committee on the Carriers' Act Amendment Bill was postponed for two months, which of course amounts to an abandonment of the present measure.

Mr. Hunt obtained leave to bring in a bill to alter certain Customs' duties in the Isle of Man.

July 16.—The second reading of the Increase of the Episcopate Bill was carried by a majority of 45 to 36.

In committee on the Investment of Trust Funds Bill.—Clause 2 was negatived, and a new clause by Mr. Karslake inserted, empowering trustees to invest in any securities guaranteed by Parliament. A clause by the late Mr. Scholefield, empowering trustees, unless expressly forbidden by the trust deed, to invest all the security of county, city, or borough rates, levied pursuant to Act of Parliament. The bill then passed through committee.

The Tests Abolition (Oxford and Cambridge) Bill was read a third time and passed.

Sir Colman O'Loghlen moved the third reading of his Libel Bill, the House, however, was counted out.

Leave was given, on the motion of Sir C. Montgomery, to introduce a bill for the relief of the widows and issue of intestates in Scotland in cases where the succession is of small value; and on the motion of Mr. Hardy, to bring in a bill to facilitate the distribution of sewage-matter over land, and otherwise to amend the law relating to sewer authorities.

July 18.—The House went into committee of supply.

The Judges' Chambers (Despatch of Business) Bill was read a third time and passed.

The Court of Appeal Chancery (Despatch of Business) Bill was read a second time.

The Investment of Trust Funds Bill was considered as amended.

Master and Servants Bill.—Some amendments were agreed to, and the third reading fixed for this day (July 19).

Lord Naas obtained leave to bring in a bill to provide for the inspection of weights and measures (in Ireland), and to regulate the law thereto.

The Morrho Velho Marriages Bill was read a first time.

IRELAND.

ROLLS' COURT.

July 16.—*Bateman* v. *Bateman*.—This suit was instituted on behalf of trustees entitled to a legacy of £2,000 under the will of Charles Lum (dated 1816) to raise the amount of the legacy out of a portion of his real estate in King's County. Proceedings had been taken in 1820, before Lord Plunket, and afterwards in 1844, before Lord St. Leonards. Decrees were made, and effect had been given to these decrees subsequently by a sale in the Landed Estates Court. The legacy had not been paid in the Landed Estates Court, and the petition asked by the application of the principle of marshalling, to have the legacy raised out of the real estate.

Leslie, Q.C., and *Jackson* for the petition.

The Solicitor-General, *Pilkington*, Q.C., and *Twigg*, for the respondant.

THE MASTER OF THE ROLLS considered that the judges of the Landed Estates Court had had the point before them, and had decided against the petitioner, and also considered the petition untenable on the merits.

THE INCORPORATED LAW SOCIETY OF IRELAND.

A considerable number of the members of this society assembled on Monday to present their president, Mr. Richard J. T. Orpen, an address on occasion of placing his portrait in the Solicitors' Hall, Four Courts.

Mr. McDermott has resigned his office of Police Magistrate in consequence of ill-health, and has been succeeded by Mr. Edward S. Dix, who was called to the bar in 1832. The salary is £800 per annum.

SOCIETIES AND INSTITUTIONS.

ARTICLED CLERKS' SOCIETY.

At a meeting of this society, held in Clements'-inn Hall, on Wednesday evening last, with Mr. H. E. Stenning in the chair, it was moved by Mr. H. A. Colyar—"That the law

restraining the marriage of wards in Chancery, without the sanction of the Court of Chancery, is contrary to public policy."

The motion was opposed by Mr. Tibbetts, and, after a very animated discussion, was lost.

METROPOLITAN AND PROVINCIAL LAW ASSOCIATION.

This petition to the House of Commons respecting the County Courts Amendment Bill is presented by Mr. HEADLAM :—

The humble Petition of the Metropolitan and Provincial Law Association showeth,—

That your petitioners have perused the Bill now before your Honourable House, intituled "An Act to Amend the Acts relating to the Jurisdiction of the County Courts," and although your petitioners rejoice that the great unnecessary trouble and expense now continually entailed on plaintiffs of having to attend the County Court to prove undisputed claims would be saved in certain cases by the qualified resort proposed by clause 2, to what may be termed a system of entering appearances in the county courts in disputed cases, and conclude that a fear of subjecting ignorant persons to having judgment by default for the recovery of unjust claims obtained against them has caused such proposal to be restricted to actions "for the price or value of goods or chattels sold and delivered to the defendant to be dealt with in the way of his trade, profession, or calling." Yet your petitioners feel that so great a grievance to the vast number of other plaintiffs would still remain, that they venture to submit that such proposal should be extended to all actions for the recovery of debts, and are of opinion that sufficient protection to the ignorant poor would be derived from the requirement that the plaintiff should make an affidavit of his debt.

Your petitioners are also of opinion that clause 5 would occasion considerable injury to plaintiffs, as by virtually putting an end to the present concurrent jurisdiction of the superior courts where the plaintiff and defendant reside more than twenty miles apart, it would greatly increase the number of cases to which the grievance mentioned in the preceding paragraph of this petition is incident, and that often to the positive injury of the defendants, the costs of judgment by default in the superior court being generally much less than those of obtaining judgment in the county court.

Clause 5 would put a plaintiff, who considered he had good cause for bringing his action in the Superior Court at the great disadvantage of having, after such costs were incurred to take the risk of the judges refusing to certify for or allow them, and your petitioners are of opinion that clause 7, enabling defendants to apply to a judge at chambers to remove certain actions to the County Courts, offers an ample remedy for any existing grievance to defendants on this head and renders clause 5 unnecessary.

With reference to clauses 11 and 12, the £20 annual value or rent proposed to be made the limit of the jurisdiction to be conferred on the County Courts in actions of ejectment or in which the title to any hereditaments shall come in question, appears to your petitioners disproportionately high when measured by the standard of the jurisdiction of the same courts in actions for the recovery of debts, and they beg therefore to suggest that if the limit in such two clauses were reduced from £20 to £5, sufficient facility would be afforded, as it would enable the County Courts to decide actions affecting estates or hereditaments often far exceeding £100 in value.

Your Petitioners are also of opinion that it would afford a great facility to the public and render the procedure of the County Courts far more readily and speedily effective if plaintiffs or their attorneys were permitted to serve summonses for witnesses. It often happens that a case is brought to an attorney so close upon the hearing that there is not time to get the necessary summonses for witnesses served by the officer of the court, and much inconvenience and difficulty results if even a positive failure of justice is not thereby occasioned.

Your Petitioners therefore humbly pray that the said bill intituled "An Act to amend the Acts relating to the jurisdiction of the County Courts" may be amended in the following respects, viz. :—

By extending the effect of clause 2 to all actions for the recovery of debts.

By omitting clause 5.

By reducing the limit of annual value or rent in clauses 11 and 12 to £5.

And by giving power to plaintiffs or their attorneys to serve summonses for witnesses.

And your petioners will ever pray, &c.

(Signed) HENRY S. WASBROUGH, Chairman.
PHILIP RICKMAN, Secretary.

OBITUARY.

ERRATUM.—In our obituary of the late Lord Justice Turner, in last week's *Solicitors' Journal*, two words were accidentally omitted. The second paragraph should end thus—"*His father* was a person of great literary attainments," &c.

JAMES CROSBY, ESQ., F.S.A.

The death of this gentleman took place suddenly, at his residence at Streatham, on the 12th inst. He had for many years been in very extensive practice as a solicitor in the city of London, having been admitted in Trinity Term, 1828.

LAW STUDENTS' JOURNAL.

The July examination on the Subjects of the Lectures and Classes of the Readers of the Inns of Court, held at Lincoln's-inn-hall, on the 1st, 2nd, and 3rd days of July, 1867.

The Council of Legal Education have awarded the following exhibitions to the undermentioned students, of the value of thirty guineas each, to endure for two years :—

Constitutional Law and Legal History—William A. Hunter, Esq., student of the Middle Temple.

Jurisprudence, Civil, and International Law — Rooke Pennington, Esq., student of the Inner Temple.

Equity—Robert Bannatyne Finlay, Esq., student of the Middle Temple.

Common Law—George Sangster Green, Esq., student of Lincoln's-inn.

The Law of Real Property, &c.—Job Bradford, Esq., student of Lincoln's Inn.

The Council of Legal Education have also awarded the following exhibitions of the value of twenty guineas each, to endure for two years, but to merge on the acquisition of a superior exhibition :—

Equity—John Arnell Creed, Esq., student of the Middle Temple.

Common Law—Rooke Pennington, Esq., student of the Inner Temple.

The Law of Real Property, &c.—Charles John Wilkins, Esq., student of the Middle Temple.

The *Bucks Herald* has the following :—A jury empanelled at the Bucks Quarter Sessions, held at Aylesbury last week, signalised themselves by the novel, but very equivocal, mode (after being locked up for four hours and a-half) of arriving at a verdict by lottery. Twelve slips of paper were placed in a hat, on one of them was written the word "Guilty," and on another "Not Guilty," the remainder being blanks. The "Guilty" being first drawn, the jury went into court and gave their verdict to that effect. The case was that of a man named Dixon, charged with stealing two surgical trusses.

PUBLIC COMPANIES.

ENGLISH FUNDS AND RAILWAY STOCK.

LAST QUOTATION, July 18, 1867.

[From the Official List of the actual business transacted.]

GOVERNMENT FUNDS.

3 per Cent. Consols, 94¾	Annuities, April, '85 12⅞
Ditto for Account, Aug. 8, 94¾	Do. (Red Sea T.) Aug. 1908 20½
3 per Cent. Reduced, 94	Ex Bills, £1000, 4 per Ct. 25 pm
New 3 per Cent., 94	Ditto, £500, Do pm
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, 23 pm
Do. 2½ per Cent., Jan. '94 76½	Bank of England Stock, 6½ per Ct. (last half-year) 255
Do. 5 per Cent., Jan. '73 106	Ditto for Account.
Annuities, Jan. '80 —	

INDIAN GOVERNMENT SECURITIES.

India Stk., 10½ p Ct. Apr. '74, 218	Ind. Enf. Pr., 5 p C., Jan. '72, 103½
Ditto for Account, 216 x d	Ditto, 5½ per Cent., May, '79, 108½
Ditto 5 per Cent., July, '80 111½	Ditto Debentures, per Cent., April, '64 —
Ditto for Account, —	Do. Do., 5 per Cent., Aug. '73
Ditto 4 per Cent., Oct. '88, 97	Do. Bonds, 5 per Ct., £1000, 65 pm
Ditto, ditto, Certificates, —	Ditto, ditto, under £1000, 65 pm.
Ditto Enfaced Ppr., 4 per Cent. 87	

RAILWAY STOCK.

Shares.	Railways.	Paid.	Closing Prices.
Stock	Bristol and Exeter	100	81
Stock	Caledonian	100	110
Stock	Glasgow and South-Western	100	—
Stock	Great Eastern Ordinary Stock	100	26⅜
Stock	Do., East Anglian Stock, No. 2	100	6
Stock	Great Northern	100	113
Stock	Do., A Stock*	100	110½
Stock	Great Southern and Western of Ireland	100	96
Stock	Great Western—Original	100	41¼
Stock	Do., West Midland—Oxford	100	27
Stock	Do., do.—Newport	100	30
Stock	Lancashire and Yorkshire	100	128
Stock	London, Brighton, and South Coast	100	50
Stock	London, Chatham, and Dover	100	17
Stock	London and North-Western	100	112½
Stock	London and South-Western	100	77
Stock	Manchester, Sheffield, and Lincoln	100	44⅜
Stock	Metropolitan	100	121
Stock	Midland	100	114½
Stock	Do., Birmingham and Derby	100	85
Stock	North British	100	31
Stock	North London	100	116
10	Do., 1866	5	6½
Stock	North Staffordshire	100	69
Stock	Scottish Central	100	—
Stock	South Devon	100	47
Stock	South-Eastern	100	63⅜
Stock	Taff Vale	100	152
10	Do., C	—	3½ pm

* A receives no dividend until 6 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

Thursday Night.

The funds have exhibited during the past week very much dullness, and a decline of prices. The symptoms have been shared by other investments, British Railways, according to the fashion, being lowest and dullest. It was anticipated during the early part of the week that the Bank rate of discount would have been lowered to 2 per cent. this week. The directors, however, separated on Thursday without having made this alteration. The influx of bullion has rather slackened this week. The state of the markets is thus most peculiar, and it seems difficult to account for their persistently sullen tone. This is, however, to be attributed apparently to the continuance of the distrust which the public still feel respecting commercial enterprises, especially railway and joint-stock. The discount demand has been very slight; to-day, however, there has been a faint symptom of quickening. Rentes, 68–90c.

ESTATE EXCHANGE REPORT.

AT THE MART.

July 12.—By Messrs. NORTON, TRIST, WATNEY, & Co.

Freehold and small part copyhold estate, known as Tolpits, situate at Watford, Herts, and comprising a residence, with stabling, pleasure grounds, and about 85 acres of arable and meadow land—Sold for £12,000.

Freehold property, known as Bridge Hill House, near Canterbury, Kent, comprising a residence, grounds, lawns, gardens, and meadow land, altogether about 25 acres—Sold for £6,500.

Freehold residence, known as Morland Lodge, St. James's-road, Croydon, let at £90 per annum—Sold for £1,600.

Freehold residence, No. 4, Addiscombe-villas, St. James's-road, aforesaid, let at £100 per annum—Sold for £1,550.

Freehold residence, No. 7, Addiscombe-villas, let at £100 per annum—Sold for £1,500.

Freehold residence, No. 8, Addiscombe-villas, let at £100 per annum—Sold for £1,500.

Freehold, 2 residences, Nos. 9 and 10, Addiscombe-villas, producing £195 per annum—Sold for £2,750.

Freehold plot of building land, situate at Stroud-green, Hornsey—Sold for £300.

By Messrs. COBB.

Freehold residence, with stabling and gardens, situate at Hanwell, Middlesex—Sold for £1,710.

By Messrs. ELGOOD & SON.

Leasehold residence, No. 29, Porchester-terrace, Hyde-park; term, 59 years unexpired, at £20 10s. per annum—Sold for £2,850.

Leasehold rental of £75 10s. per annum (for 45 years) derived from No. 5, Boyne-terrace, Notting-hill—Sold for £1,300.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CLENNELL—On July 5, at Hackney, the wife of Walter C. Clennell, Esq., Solicitor, of Doctors'-commons, of a son.

COLLINS—On July 11, the wife of Albert J. Collins, Esq., Solicitor, Norwich, of a son.

MARRIAGES.

HERSCHEL—POWER—On July 8, at St. Mary's Chapel, Hastings, Lieut. John Herschel, R.E., son of Sir John F. W. Herschel, Bart., to Mary Cornwallis, widow of the late David Power, Esq., Q.C.

PRICE—COLLEN—On July 12, at Victoria Chapel, Clifton, John Price, Esq., Solicitor, of the city of Bristol, to Matilda, daughter of Daniel Collen, Esq., Cote-house, Tyndall's-park, Clifton.

WHEATLEY—WYATT—On July 10, at St. Paul's, Deptford, Frederick, son of the late Thos. Wheatley, Esq., of Greenwich, and of the firm of James & Wheatley, Solicitors, to Eleanor, only daughter of Mr. William Wyatt, of Manor Farm, Deptford.

DEATHS.

BONAR—On July 11, at Mary-ville, near Edinburgh, James Bonar, Esq., Writer to the Signet.

CROSBY—On July 12, at his residence, St. Julian's-road, Streatham, James Crosby, Esq., F.S.A., Solicitor, of 3, Church-court, Old Jewry, aged 63.

GAWTHROP—On July 11, at Torquay, Wm. Thos. Gawthrop, Esq., Solicitor, of Hemel Hempstead, and 2, Raymond's-buildings, Gray's-inn, aged 48.

LONDON GAZETTES.

Winding-up of Joint Stock Companies.

FRIDAY, July 12, 1867.

LIMITED IN CHANCERY.

Union Cement and Brick Company (Limited).—Petition for winding-up presented July 9, directed to be be heard before V. C. Stuart on July 19. Tower, Lower Thames-st, Solicitor for the petitioner.

Marine Investment Corporation (Limited).—Petition for winding-up presented July 11, directed to be heard before the Master of the Rolls, on July 20. Kimber & Ellis, Gresham-house, solicitors for the petitioners.

South of France Wine Growing Districts Company (Lmited).—By an order made by the Master of the Rolls, dated June 29, it was ordered that the above company be wound-up. Harcourt & Macarthur, King's Arms-yd, Coleman-st, solicitors for the petitioners.

Hudiksvall Steam Sawing Mill Company (Limited).—By an order made by Vice-Chancellor Malins, dated July 5, it was ordered that the above company be wound-up, and that John Chas Wm Ritter and Bampfield Braddick be appointed official liquidators. Druce, Sons & Jackson, Billiter-sq, solicitors for the petitioners and official liquidators.

Cachar Company (Limited).—By an order made by the Master of the Rolls, dated July 1, it was ordered that the above company should be wound up. Ashurst & Co, Old Jewry, Solicitors for the petitioner.

Samuel Bastow & Company (Limited).—By an order made by Vice-Chancellor Malins, dated July 6, it was ordered that the above company should be wound up. Meyrick & Co, Storey's-gate, Westminster, solicitors for the petitioners.

Palais d'Auteuil Company (Limited).—Vice-Chancellor Wood has fixed July 23, at 12, at his chambers, for the appointment of an official liquidator.

Anglo-Danubian Steam Navigation and Colliery Company (Limited).—Creditors are required, on or before Sept 2, to send their names and addresses, and the particulars of their debts or claims, to Wm Quilter, Moorgate-st. Saturday, Nov 2 at 11, is appointed for the hearing and adjudicating upon the debts and claims.

North Atlantic Telegraph Company (Limited).—Vice-Chancellor Malins has, by an order dated June 27, appointed Wm Cooper, George-st, Mansion House, to be official liquidator.

STANNARIES OF CORNWALL.

North Porthilly Mining Company.—Petition for winding-up, presented July 1, directed to be heard before the Vice-Warden, at the Prince's Hall, Truro, on Wednesday, Aug 7 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Aug 3, and notice thereof must at the same time be given to the petitioner, his solicitors, or their agents. Hodge & Co, Truro, solicitors for the petitioner.

Wheal North Grylls Mining Company (Limited).—Petition for winding up, presented July 5, directed to be heard before the Vice-Warden, at the Prince's-hall, Truro, on Wednesday, Aug 7 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's office, Truro, on or before Aug 3, and notice thereof must at the same time be given to the petitioner, his solicitors, or their agents. Burchell, Broad Sanctuary, Westminster, Petitioner's Solicitors.

TUESDAY, July 16, 1867.

LIMITED IN CHANCERY.

Gellivara Company (Limited).—Petition that the voluntary winding up may be continued, presented July 12, directed to be heard before Vice-Chancellor Malins on July 26. Pittman, Guildhall-chambers, Basinghall-st, solicitor for the petitioner.

Mercantile Trading Company (Limited).—Petition for winding up, presented July 11, directed to be heard before Vice-Chancellor Malins on July 26. Ashurst & Co, Old Jewry, solicitors for the petitioners.

Shackleford, Ford & Co (Limited).—Petition for winding up, presented July 16, directed to be heard before Vice-Chancellor Malins on July 26. Lawrance & Co, Old Jewry-chambers, agents for Press & Co, Bristol.

Friendly Societies Dissolved.

FRIDAY, July 12, 1867.

Prince of Wales Lodge, Elephant and Castle Tavern, Hall-fields, Stafford. July 8.

Hope, St. George's East, July 10.

TUESDAY, July 16, 1867.

Ryde Mutual Friendly Benefit Society, Yelp Hotel Tap, Ryde, Southampton. July 11.

Creditors under Estates in Chancery.

Last Day of Proof.

FRIDAY, July 12, 1867.

Brothers, Francis, Scarsdale-ter, Kensington, Parish Clerk. July 22 Rose v Brothers, V. C. Wood.

Davis, Wm, Epping, Essex. Aug 9. Hampton v Woodward, M. R.
Jones, Jenkin, Aberstwith, Cardigan, Master Mason. Sept 2. Lewis v Jones, V. C. Malins.
Osmond, Sarah, Davies-st, Grosvenor-sq, Widow. July 27. Osmond v Osmond, M. R.
Thomas, Joseph, Kensington, nr Lpool, Gent. Oct 19. Humphreys v Clark, V. C. Malins.
Winder, Joseph, Low Mills, nr Kendal, Westmorland, Ironfounder, Sept 30. Taylor v Winder, V. C. Stuart.

TUESDAY, July 16, 1867.

Henry, Robt John, Drumlamph House, Loughinshollin, Ireland, Esq. Oct 19. Henry v Henry, V. C. Malins.
Holt, Thos Glover, Chertsey, Surrey, Gent. Aug 31. Penfold v Reynell, V. C. Stuart.
Ilsley, Martha Hayman, West-hill, Cowes, Isle of Wight, Spinster. Oct 25. Catley v Ward, V. C. Stuart.
Lambert, John, Holmes, nr Bentham, York, Yeoman. Aug 10. Emmett v Morphett, M. R.
Pannell, Wm, Northumberland-pl, Westbourne-grove, Paddington, Carpenter. July 30. Hodson v Blampin, M. R.
Roberts, Wm Hy, Moorgate-street, Auctioneer. Aug 6. Price v Roberts, V. C. Wood.
Twynam, Thos, Quobleigh, Southampton, Esq. Aug 1. Twynam v Twynam, V. C. Malins.
White, Richd, Sittingbourne, Kent. Oct 19. Inge v White, V. C. Malins.

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, July 12, 1867.

Andrews, John Thos, Cheltenham, Retired Coachman. Aug 29. Wheeler, Cheltenham.
Arnold, Colton Jas, Blackburn, Lancaster, Surgeon. Aug 21. Pickop, Blackburn.
Brind, Hy, Florence, Italy, Straw Plait Merchant. Sept 23. Duffield & Bruty, Tokenhouse-yard.
Brooks, Thos, Leamington Priors, Warwick, Esq. Sept 10. Field, Leamington Priors.
Chambers, Edmd, Wilsted-st, Euston-rd, Egg Merchant. Aug 23. Sole & Co, Aldermanbury.
Dehany, Eliza Whitehorne, Hilton, Huntingdon, Spinster. Aug 20. Lewin & Co, Southampton-st, Strand.
Fitzgerald, Sir Geo Dalton, Portman-sq, Baronet. Aug 31. Frere & Co, Lincoln's-inn-fields.
Hearn, Jas John, Younge-park, Seven Sisters'-rd, Gold and Silver Refiner. Aug 10. Terrel & Chamberlain, Basinghall-st.
Holme, Wm Clegg, Cheadle, Chester, Gent. Aug 30. Taylor, St. Helen's.
Lane, Wm, Lawley Bank, Salop, Innkeeper. Aug 19. Phillips, Shiffnal.
Miall, Sarah, Brighton, Bookseller. Aug 12. Benfold & Son, Brighton.
Plummer, John, Pentonville-rd, Clerkenwell, Cotton Manufacturer. Aug 10. Terrell & Chamberlain, Basinghall-st.
Smith, Junius, Thorn Bank, Leamington Priors, Warwick, Esq. Sept 10. Field, Leamington Priors.
Steele, John, Ardwick, Manch, Widow. Aug 8. Goulden & Co, Manch.
Wambey, Saml Jewkes, Library-chambers, Middle Temple, D.C.L. Sept 1. Grover, King's Bench-walk, Temple.
Wilson, Stephen Barton, Bucklersbury, Architect. Aug 21. Dinn, King-street, Cheapside.

TUESDAY, July 16, 1867.

Bentley, John, Manch, Gent. Aug 5. Bagshaw & Wigglesworth, Manch.
Bowman, Jas, Walton-on-Thames, Surrey, Gent. Aug 12. Harwood, Cannon-st.
Burgess, Wm, Littlemore, Oxford, Gent. Aug 23. T. & G. Mallam, Oxford.
Gregory, Mrs, Bridge-hill-house, nr Canterbury, Kent, Widow. Aug 22. Furley, Callaway, & Furley, Canterbury.
Guillebaud, Rev Peter, Lea-grove, Somerset, Clerk. Aug 31. Brittan & Son, Bristol.
Hawker, Mary, Worcester. Aug 10. Hughes, Worcester.
Hodgson, Jas, Sheffield, out of business. Aug 10. Smith, Sheffield.
Holmes, John, Walcote, Leicester, Gent. Aug 31. Watson & Baxter, Lutterworth.
Johnston, Thos Glen, Westbourne-pk-rd, M.D. Sept 2. Tooke & Co, Bedford-row.
Kemp, Robt, Purleigh, Essex, out of business. Sept 1. Crick, Maldon.
Lowdell, Mary Ann, Lewes, Sussex, Spinster. Aug 20. Jones, Lewes.
Perkin, Jas, Apsley-farm, Stafford, Farmer. Aug 1. Spilsbury, Stafford.
Sanders, Wm. Sept 15. Howard, Weymouth.
Walton, Vile Board, Somerton, Somerset, Yeoman. Aug 12. H. S. & S. Watts, Yeovil.

Deeds registered pursuant to Bankruptcy Act, 1861.

FRIDAY, July 12, 1867.

Adams, David, Aberdare, Glamorgan, Shoe Dealer. June 14. Comp. Reg July 10.
Anderson, Francis Edwd, jun, North Shields, Northumberland, Shipbroker. June 19. Asst. Reg July 11.
Armitage, Thos, Oldham, Lancaster, Woollen Cloth Dealer. July 10. Comp. Reg July 12.
Arney, John Absalom, Sandown, Isle of Wight, Tailor. June 11. Asst. Reg July 9.
Ashdown, John, New Roman-road, Old Ford, Grocer. July 6. Comp. Reg July 9.
Ashwell, Jas, Chilton-st, Bethnal-green, Turner. June 21. Comp. Reg July 8.
Baker, Frank, Tottenham-st, Tottenham-ct-rd, Victualler. June 26. Asst. Reg July 10.
Barley, John Joseph, Nottingham, Tailor. July 4. Comp. Reg July 11.
Bayliss, John, Birm, Draper. June 22. Asst. Reg July 11.
Beech, Wm, Oakengates, Salop, Shoemaker. July 8. Comp. Reg July 12.
Bentley, Edwd John, London Wall, Comm Agent. June 22. Comp. Reg July 11.
Birleson, Philip, Birtley, Durham, Grocer. June 22. Comp. Reg July 11.
Blackmore, Wm, Broadway, Hammersmith, Draper. June 15. Comp. Reg July 10.
Bown, John, sen, Othery, Somerset, Yeoman. June 20. Comp. Reg July 12.
Broadbent, Edwd, Maidenhead, Berks, Plumber. July 11. Comp. Reg July 11.
Brukewich, Muravski, Cardiff, Glamorgan, Hairdresser. June 26. Asst. Reg July 12.
Cameron, Donald, Neath, Glamorgan, Draper. June 7. Asst. Reg July 12.
Carr, John Dunderdale, Gelston, Lincoln, Farmer. June 12. Comp. Reg July 9.
Cowling, Sarah, & Arthur Blaxill Cowling, Lowestoft, Suffolk, Grocers. June 11. Asst. Reg July 9.
Dillicar, Richd, Rosedale West, York, Grocer. July 1. Comp. Reg July 11.
Dodimead, Jas, jun, Wellesley-avenue, Albion-rd, Hammersmith, Fret Cutter. July 9. Asst. Reg July 11.
Dowson, Mary, Hougton-le-Spring, Durham, Grocer. June 20. Asst. Reg July 12.
Eyles, Saml, Malmesbury, Wilts, Coachbuilder. June 18. Asst. Reg July 9.
Hales, Saml. Southampton, Wine Merchant. June 12. Asst. Reg July 10.
Hartley, Thos, & Enoch Pickles, Brighouse, York, Fishmongers. June 19. Asst. Reg July 10.
Hemming, Thos, Aldersgate-st, Auctioneer. June 17. Comp. Reg July 9.
Hill, Thos, Macclesfield, Chester, Innkeeper. July 9. Comp. Reg July 10.
Hotson, John, Thanet-pl, Strand, Advertising Contractor. June 28. Comp. Reg July 11.
Howell, Jas, Culford-rd, Kingsland, Draper. June 11. Asst. Reg July 9.
Joel, John, Tottenham-ct-rd, Haberdasher. June 13. Asst. Reg July 10.
Johnson, Jas, High-st, Acton, Jeweller. June 29. Asst. Reg July 10.
Lawton, Chas, West Bromwich, Stafford, Mineral Comm Agent. July 1. Comp. Reg July 10.
Leslie, Hy, Queen's-crescent, Haverstock-hill, Dramatic Author. July 10. Comp. Reg July 12.
Lyon, Robt Bearpark, Newcastle-upon-Tyne, Provision Dealer. June 15. Asst. Reg July 10.
Mackenzie, Theodore, & Archibald Ralph Dundas Mouat, Langbourn-chambers, Fenchurch-st, Merchants. July 2. Comp. Reg July 9.
Marsden, Jas, Turnmill-st, Clerkenwell, Licensed Victualler. July 9. Comp. Reg July 10.
Marsden, Wm, Barnsley, York, Hay Dealer. July 9. Comp. Reg July 1.
Mayer, Eugene, Tonbridge Wells, Kent, Tutor. July 1. Comp. Reg July 11.
Newport, Wm Walter, Slough, Buckingham, Draper. July 11. Comp. Reg July 9.
Petts, John Eastes, Dover, Kent, Fly Proprietor. July 8. Asst. Reg July 11.
Rickards, Fred, Brighton, Sussex, Hotel Keeper. June 26. Comp. Reg July 9.
Robinson, Geo, Rastrick, York, Manufacturer. June 18. Asst. Reg July 10.
Rowson, Hy, Newtown, Montgomery, Ale Merchant. June 13. Asst. Reg July 11.
Stevens, Ebenezer, Pentonville-rd, Dealer in Patented Domestic Inventions. June 15. Comp. Reg July 12.
Stephenson, Thos Stanley, Thornton Hough, Chester, Merchant. July 5. Comp. Reg July 11.
St. John, Fredk Edwd Molyneux, Craven-st, Strand, Comm Agent. June 13. Asst. Reg June 10.
Taylor, Wm Thos, Kensal-green, Horticultural Builder. July 9. Comp. Reg July 10.
Underwood, Thos, Devizes, Wilts, Brewer. June 20. Asst. Reg July 8.
Van Fyndhoven, John Cornelius, Rathbone-pl, Oxford-st, Hair Merchant. July 2. Comp. Reg July 11.
Wardell, Thos, Gt Driffield, York, Tea Dealer. July 8. Comp. Reg July 11.
Williams, Thos, Manch, Fent Dealer. June 19. Asst. Reg July 10.
Williams, Jas Edwd Mitchell, Whitstable, Kent, Surgeon. June 21. Asst. Reg July 10.
Williamson, Hibbitt, Gt Ponton, Lincoln, Miller. June 29. Asst. Reg July 12

TUESDAY, July 16, 1867.

Andrews, Francis Keen, Newport, Monmouth, Gasfitter. June 22. Comp. Reg July 15.
Arundel, John Brazier, Tenby, Pembroke, Gent. June 22. Comp. Reg July 16.
Bellingham, Hy Jas, Norwood House, Anerley-rd, Upper Norwood, Grocer. June 17. Comp. Reg July 13.
Benjamin, Saml, & Goodman, Benj, West-st, Finsbury, Warehousemen. June 21. Comp. Reg July 16.
Blackburn, Geo, Brotherton, York, Gardener. June 12. Comp. Reg July 16.
Blackett, Jas, North Shields, Northumberland, Grocer. June 19. Asst. Reg July 13.
Brock, Wm Dicker, Taunton, Somerset, Miller. July 6. Comp. Reg July 15.
Brown, Wm Jas, Chelmsford, Essex, Draper. July 9. Comp. Reg July 15.
Brown, Francis, Cheapside, Hosier, & John Carter, Tailor. June 17. Asst. Reg July 15.

Campbell, Jas, Theberton-st, Islington, out of business. July 10. Comp. Reg July 12.
Clay, Richd, Cromford, Derby, Chemist. June 19. Comp. Reg July 15.
Clews, Fredk, Crewe, Chester, Innkeeper. July 1. Comp. Reg July 15.
Cole, Geo, Bedford-st, Commercial-rd, East, Boot and Shoe Manufacturer. June 20. Comp. Reg July 12.
Collins, Jas, Store-st, Bedford-sq, Builder. July 11. Comp. Reg July 13.
Dalby, Saml Isaac, Tottenham-ct-rd, Boot and Shoe Maker. June 29. Comp. Reg July 13.
Dixon, Jeremiah, Lancaster, Draper. July 10. Comp. Reg July 15.
Eldrid, John, Fore-st, Cripplegate, Saddler. June 15. Comp. Reg July 12.
Ellis, Geo, Commercial-rd, East, Livery Stable Keeper. July 15. Comp. Reg July 16.
Farrow, Benj, Gresham, Norfolk, Machinist. June 15. Asst. Reg July 13.
Flather, Jas, Nottingham, Lace Manufacturer. June 18. Asst. Reg July 15.
Garcia, Edwd, Regent-st, Westminster, Licensed Victualler. July 11. Comp. Reg July 12.
Gilbert, Walter Bond, Dacre-pk-ter, Lee, Professor of Music. July 3. Comp. Reg July 15.
Hall, Richd Thos, Stockton, Durham, Timber Merchant. July 11. Asst. Reg July 13.
Halle, Saml Braun, Holloway-rd, Ironmonger. July 11. Asst. Reg July 12.
Halliday, Smith, Compton-st, Brunswick-sq, Corndealer. July 8. Asst. Reg July 13.
Hardy, John, Nottingham, Draper. July 4. Asst. Reg July 15.
Harvey, Jas Bennett, & Saml Poole Rees, St Ann's-lane, Foreign Agents. July 8. Comp. Reg July 13.
Hebb, Jane, Huddersfield, Widow. June 19. Asst. Reg July 15.
Hersee, Wm, & Geo Smyth, Mitcham, Surrey, Floor Cloth Manufacturers. July 2. Comp. Reg July 16.
Hewitt, Edwd Joseph, Rougham, Suffolk, Grocer. June 17. Asst. Reg July 13.
Holmes, Wm Hy, Bridgwater, Somerset, Draper. June 25. Comp. Reg July 15.
Holmes, Wm, Boston, Lincoln, Butcher. June 19. Asst. Reg July 13.
Hollingworth, Joseph, Radford, Nottingham, Licensed Victualler. July 8. Comp. Reg July 15.
Hooper, Geo, Regent-st, Photographer. June 28. Comp. Reg July 16.
Hoppenstall, Philip, Lpool, Drysalter. July 4. Comp. Reg July 15.
Howes, Jas, Hackney-rd, Soda Water Manufacturer. July 6. Asst. Reg July 13.
Hubbard, John, Bermondsey-st, Corn Merchant. June 22. Comp. Reg July 13.
Kettle, Benj, Dovercourt, Essex, Tailor. July 2. Comp. Reg July 15.
Long, Wm, Swansea, Glamorgan, Dining-house Keeper. June 29. Asst. Reg July 15.
Lovegrove, Wm, Upper Kennington-lane, Hay Salesman. July 1. Comp. Reg July 13.
Lythgoe, Wm Stanley, Manch, out of business. June 20. Comp. Reg July 13.
Michell, Richd, Gwennap, Cornwall, Merchant. July 9. Comp. Reg July 15.
Morling, Thos, Ball's Pond-rd, Islington, Saddler. July 11. Comp. Reg July 12.
Morten, Thos, Hamilton-mews, St John's-wood, Cab Proprietor. July 11. Comp. Reg July 16.
Mose, Thos, Canterbury, Draper. June 26. Comp. Reg July 15.
Nye, John, Littlehampton, Sussex, Wheelwright. June 15. Asst. Reg July 12.
O'Connor, Bartholomew, West-st, Commercial-rd, Pimlico, Contractor. July 9. Comp. Reg July 16.
Paisley, Wm, Newcastle-upon-Tyne, Joiner. June 25. Asst. Reg July 15.
Parkin, Jas, Masham, York, Grocer. June 19. Asst. Reg July 13.
Parnaby, Edwd, Rothwell Haigh, York, Farmer. June 21. Comp. Reg July 15.
Pentony, Hy, Bridgwater-sq, Barbican, Brace Manufacturer. June 15. Asst. Reg July 13.
Pomeroy, Wm Carroe Reynolds, Bath, Confectioner. July 3. Asst. Reg July 16.
Prance, Vaughan, Lincoln's-inn-fields, Solicitor. June 18. Inspectorship. Reg July 15.
Prockter, Thos Snowden, Gateshead, Durham, Chemist. June 27. Comp. Reg July 15.
Rehfeld, David, Leeds, Jeweller. July 10. Comp. Reg July 13.
Roberts, Edwd, Birm, out of business. July 12. Comp. Reg July 15.
Shaw, Richd, Everton, nr Lpool, Builder. June 18. Asst. Reg July 16.
Shaw, Chas, Landport, Southampton, Baker. July 11. Comp. Reg July 16.
Shepherd, Beriah, Rock, Wellington, Salop, Iron Master. June 15. Comp. Reg July 13.
Smith, John, Hockley, Nottingham, Linendraper. July 6. Comp. Reg July 12.
Smith, Jane Argall, Lpool, Saddler. July 8. Asst. Reg July 12.
Smith, Thos, Lordship-pl, Cheyne-walk, Chelsea, Blacksmith. June 15. Asst. Reg July 13.
Stratton, Geo, Fratton grove, Portsea, Southampton, Hire Carter. June 26. Comp. Reg July 15.
Taylor, Joseph, Jas McConnell, & Jas Bibby, Bolton, Lancaster, Cotton Spinners. June 19. Asst. Reg July 15.
Taylor, Wm, St John-st, Clerkenwell, Oil and Colorman. July 5. Comp. Reg July 15.
Tomkins, Stephen, Bristol, Tailor. June 21. Asst. Reg July 15.
Toole, John, Newcastle-upon-Tyne, Tailor. June 15. Comp. Reg June 11.
Vigne, Wm Saml, Henrietta-st, Covent-grdn, Book Keeper. July 9. Comp. Reg July 16.
Whitelock, Wm, East Retford, Nottingham, Innkeeper. June 17. Asst. Reg July 15.
Willis, Saml, Winchcomb, Gloucester, Miller. June 26. Comp. Reg July 15.
Wilson, Rt, London-st, Greenwich, Draper. June 24. Comp. Reg July 12.
Wyatt, John Clench, Platt-st, Oakley-sq, Coach Maker. July 13. Comp. Reg July 16.

Bankrupts.

FRIDAY, July 12, 1867.

To Surrender in London.

Adams, Thos, Bournemouth, Hants, Builder. Pet July 5. Pepys July 24 at 1. Philpot, Gt Knight Rider-st, Doctor's-commons.
Bartels, Geo, Prisoner for Debt, London. Pet July 10. Pepys. July 30 at 1. Braddon, Dane's-inn, Strand.
Collins, John Lynn, Church-st, Croydon, Draper. Pet July 10. July 25 at 2. Lewis & Co, Basinghall-st.
Crabb, Josiah, Howard-rd, Stoke Newington, Bread & Biscuit Baker. Pet July 8. Pepys. July 30 at 11. Angel, Guildhall-yard.
Cussens, Caroline, Lancaster-ter, Lancaster-rd, Notting-hill, Widow. Pet July 10. July 29 at 11. Brook, New-inn, Strand.
Cuthbert, John Geo, Alfred-st, Battersea-pk, Painter. Pet July 8. July 25 at 1. Ody, Trinity-st, Southwark.
Dingwall, Geo, Middle-row, Holborn, Bootmaker. Pet July 4. July 23 at 2. Risley & Co, Gray's-inn-sq.
Fowle, Geo Augustus, Knight's-hill-rd, Lower Norwood, Baker. Pet July 8. July 25 at 2. Reed & Co, Gresham-st.
Friedrich, John, Frith-st, Soho, Manufacturer of Meerschaum Pipes. Pet July 10. Pepy's. July 30 at 2. Laundy & Co, Strand.
Hovey, Fredk John, Staunton-st, Deptford. Pet July 8. Pepys. July 30 at 2. Ody, Trinity-st, Southwark.
Jennings, Wm, Boundary-rd, St John's-wood, Butcher. Pet July 3. July 22 at 2. Payne, Bedford-row.
Jones, John, Bingfield-st, Caledonian-rd, Baker. Pet July 5. July 25 at 12. Hicks, Basinghall-st.
Marshall, Edwd, Prisoner for Debt, London. Pet July 9 (for pau). July 25 at 2. Dobie, Basinghall-st.
May, David, Codford St Peter's, Wilts, Horse Trainer. Pet July 8. Pepys. July 30 at 11. Jones, New-inn, Strand.
Morgan, Wm, White Horse-st, Commercial-rd East, Mason. Pet July 10. July 29 at 11. Mason, Symond's-inn, Chancery-lane.
Pappa, Demetrio. Threadneedle-st. Pet June 29. July 29 at 12. Ashurst & Co, Old Jewry.
Phillips, Jas, Rydon-crescent, St John-st-rd, Fruiterer. Pet July 8. Pepys. July 30 at 11. Lewis & Lewis, Ely-pl, Holborn.
Pillow, Thos, St John's-rd, Upper Holloway, Professor of Music. Pet July 6. Pepys. July 24 at 2. Buchanan, Basinghall-st.
Starkey, Caroline, Walthamstow, Essex, out of business. Pet July 8. Pepys. July 30 at 11. De Medina, Primrose-st, Bishopsgate-st.
Stimpson, John, sen, Yaxham, Norfolk, out of business. Pet July 9. July 25 at 2. Trehern & Co, Barge-yard-chambers, and Feltham, Hingham.
Tutton, Jas Wm, Strood-green, Woodside, nr Croydon, Musical Librarian. Pet July 8. July 25 at 1. Hope, Ely-pl.
Waite, Geo, Waddington-ter, Stratford, out of business. Pet July 8. July 25 at 1. Scaife, Marylebone-rd.
Watson, John, Rowland's-row, Stepney-green, Dealer in Screw Picture Rings. Pet July 9. July 25 at 2. Solomon, Finsbury-pl.
Watson, Edwd, South-pl, Kennington-pk, Land Agent. Pet July 9. Pepys. July 30 at 12. Lewis & Lewis, Ely-pl.
Weavers, Chas, Palgrave, Suffolk, Journeyman Carpenter. Pet July 9. Pepys. July 30 at 12. Dobie, Basinghall-st.
Welshman, Robt, Prisoner for Debt, Winchester. Pet July 10. Pepys. July 24 at 1. Lewis & Lewis, Ely-pl, Holborn.
Wheeler, Geo, Mile-end-rd, Clerk. Pet July 6. Pepys. July 24 at 2 Peckham. Doctors' Commons.
Wheeler, Alfred Keays, & Robt Dolling, Sherborne-pl, Blandford-sq, Plumbers. Pet July 6. July 25 at 1. Pook, Lawrence Pountney-hill, Cannon-st.

To Surrender in the Country.

Andrew, Geo Fredk, Dee Bank, Chester, Gent. Pet July 8. Lpool, July 23 at 12. Best, Lpool.
Bailey, Jas, Manch, Chairmaker. Pet July 10. Hulton. Salford, July 27 at 9.30.
Breakell, Wm, Lpool, Milk Dealer. Pet July 9. Hime. Lpool, July 24 at 3. Worship, Lpool.
Churchill, John, Brighton, Sussex, House Agent. Pet July 6. Eversheld. Brighton, July 24 at 11. Rannacles, Brighton.
Corbett, Joseph Phillips, Wednesbury, Stafford, Grocer. Pet July 8. Walsall, July 23 at 3. Glover, Walsall.
Crawshaw, Joseph, Horbury, York, Linen Draper. Pet July 8 Mason. Wakefield, Aug 6 at 10. Fernandes & Gill, Wakefield.
Davies, Richd, Neath, Glamorgan, Engineer. Pet June 8. Morgan, Neath. July 26 at 11. Dixon, Neath.
Davies, Wm, Manch, Yarn Agent. Pet July 9. Kay. Manch, July 23 at 9.30. Rogers, Manch.
Dean, Jas Denby, Windhill, nr Shipley, Tailor. Pet July 8. Bradford, July 23 at 9.45. Green, Bradford.
Dixon, Eleazar, Bourton, Berks, Blacksmith. Pet July 10. Crowdy. Faringdon, Aug 6 at 10. Lovett & Son, Cricklade.
Drysdale, Thos Twiddle, Swansea, Glamorgan, Ship Broker. Pet July 1. Morris. Swansea, July 22 at 2. Morris, Swansea.
Earl, Wm, Newby Cross, Carlisle, Joiner. Pet July 9. Halton. Carlisle, July 29 at 11. Wannop, Carlisle.
Everard, Joseph, Birm, Ironmonger. Pet July 8. Guest. Birm, Aug 2 at 10. Maker, Birm.
Gibson, Geo Fredk, South Everton, nr Lpool, Accountant. Pet July 8. Lpool, July 23 at 11. Norris & Son, Lpool.
Griffiths, Francis, Salop, Fig Dealer. Pet July 9. Peele. Shrewsbury, July 29 at 11. Chandler, Shrewsbury.
Histon, John, Tipton, Stafford, Boot Maker. Pet July 6. Walker. Dudley, July 25 at 12. Topham, Westbromwich.
Holloway, Edw, Banbury, Oxford, Cabinet Maker. Pet July 9. Fortescue. Banbury, July 25 at 10. Pain, Banbury.

Isaac, Daniel, Swimbridge, Devon, Innkeeper. Pet July 6. Bencraft. Barnstaple, July 22 at 12. Bencraft, Barnstaple.

Jones, John, Swansea, Glamorgan, Licensed Victualler. Pet July 1. Morris. Swansea, July 22 at 2. Morris, Swansea.

Jones, David, Mountain Ash, Glamorgan, Watch Maker. Pet July 8. Wilde. Bristol, July 22 at 11. Rosser, Aberdare, and Price, Bristol.

Kent, Mary, Newcastle-upon-Tyne, Miller. Pet July 10. Gibson. Newcastle-upon-Tyne, July 24 at 1. Bush, Newcastle-upon-Tyne.

Langran, Fredk Theophilus, Northampton, Bookseller. Pet July 9. Dennis. Northampton, July 27 at 10. Becke, Northampton.

Laycock, Wm. Colne, Lancaster, Tapkeeper. Pet July 5. Carr. Colne, July 25 at 11. Parkerson, Burnley.

Lee, Geo. Jarrow, Durham, Grocer. Pet July 3. Gibson. Newcastle-upon-Tyne, July 24 at 12. Bousfield, Newcastle-upon-Tyne.

Leeming, Thos, Newcastle-upon-Tyne, Innkeeper. Pet July 10. Gibson. Newcastle-upon-Tyne, July 24 at 12. Keenlyside & Forster, Newcastle-upon-Tyne.

Lewis, Saml, Llanfihangel Nanthane, Brecknock, Beerhouse Keeper. Pet July 10. Evans. Brecknock, July 25 at 1. Bishop, Brecon.

Lloyd, Danl, Bodwilym Llangerniew, Denbigh, Labourer. Pet July 6. James. Llanwrrt, July 20 at 12. Jones, Conway.

Manlove, Thos, Yeaveley, Derby, Farmer. Pet July 9. Tudor. Birm, July 23 at 11. Heath, Nottingham.

Moon, John, Plymouth, Land Agent. Pet July 10. Pearce. East Stonehouse, July 31 at 11. Edmonds & Sons, Plymouth.

Morley, Wm, Red Dial, Cumberland, Blacksmith. Pet July 9. Hodgson. Pet July 25 at 11. Stamper, Wigton.

Neale, Chas, Brighton, Sussex, Draper. Pet July 9. Evershed. Brighton, July 29 at 11. Lamb, Brighton.

Parsons, Edmd Strange, Neath, Glamorgan. Pet July 9. Wilde. Bristol, July 24 at 11. Kempthorne, Neath, and Press & Co, Bristol.

Pippett, Saml, Gloucester, Draper. Pet July 5. Wilde. Bristol, July 20 at 11. Wiikes, Gloucester.

Pope, John, Kingswear, Devon, Engineer. Pet July 3. Exeter, July 23 at 11. Daw & Son, Exeter.

Saunders, Geo Alf, Longfleet, Dorset, Labourer. Pet May 7 (for pau). Dickinson. Poole, July 22 at 1. Moore, Wimborne.

Sheldon, Joseph, Dudley, Worcester, Milliner. Pet July 4. Walker. Dudley, July 25 at 12. Lowe, Dudley.

Smith, Geo, Alton, Hants, Cabinet Maker. Pet July 10. Clement. Alton, July 29 at 1. White, Dane's-inn, Strand, and Guildford.

Smith, Geo, Cavendish, Suffolk, Smith Pet June 27. Andrews. Sudbury, July 25 at 12. Cardinall & Wright, Halstead.

Stevenson, John, Cobridge, Stafford, Potter's Fireman. Pet July 9. Challinor. Hanley, July 27 at 11. Tennant, Hanley.

Symmonds, Robt John, Southtown, Suffolk, Shipright. Pet July 10. Chamberlain. Gt Yarmouth, July 29 at 11. Wiltshire, Gt Yarmouth.

Thomas, Isaac, Aberdare, Glamorgan, Carpenter. Pet July 8. Wilde. Bristol. July 22 at 11. Price, Bristol.

Wilman, Elizabeth, Bradford, York, Brush Maker. Pet July 10. Bradford, July 24 at 9.45. Harris, Bradford.

Winscom, Edwin, Newport, Isle of Wight, Grocer. Pet July 8. Blake. Ryde, July 27 at 11. Hooper, Newport.

Woolliscroft, Geo, jun, Prisoner for Debt, Stafford. Pet May 14 (for pau). Allen. Leek, July 25 at 11. Tennant, Hanley.

Woaf, Geo, Longwathby, Cumberland, Farmer. Pet July 10. Varty. WPenrith, July 25 at 10. Arnison, Penrith.

ray, Eli. & Wm Askam, York, Rope makers. Pet July 1. Leeds, July 29 at 11. Bond & Barwick, Leeds.

TUESDAY, July 16, 1867.

To Surrender in London.

Arney, Geo Edwin, Ringwood, Southampton, Saddler. Pet July 13. July 29 at 1. Mackey, Southampton.

Blake, Edwin, Denmark-passage, Denmark-hill, Camberwell, Gardener. Pet July 11. July 29 at 12. Miller, Copthall-ct.

Cole, Chas Augustus, Kew-green, Clerk. Pet July 9. July 29 at 11. Burges, South-sq, Gray's-inn.

Fisher, Fredk Saml, Horton-rd, Hackney, Comm Traveller. Pet July 10. Pepys. July 30 at 2. Dacie, King's Arms-yd, Coleman-st.

French, Joseph, Gt Chart-st, East-rd, City-rd, Journeyman Baker. Pet July 12. Pepys. July 31 at 11. Chalk, Moorgate-st.

Frinneby, Edmd John Atkinson, Derwent-rd, Anerley. Pet July 3. July 29 at 11. Earle, Bedford-row.

Hind, Joseph, Buckland-st, New North-rd, Hoxton, out of business. Pet July 13. Pepys. July 31 at 11. Woodbridge & Sons, Clifford's-inn.

Hobley, John, Aylesbury, Bucks, Bricklayer. Pet July 12. Pepys. July 30 at 1. Lewis & Co, Old Jewry.

Kirby, Hy Jas, Prisoner for Debt, London. Pet July 10 (for pau). Brougham. July 29 at 11. Pittman, Guildhall-chambers, Basinghall-st.

Kirby, Jesse, Princes Risborough, Buckingham, Butcher. Pet July 12. July 29 at 1. Cox, St Swithin's-lane.

Medeley, Harriet Matilda, Brockhurst, nr Gosport, Hants, out of business. Pet July 12. Pepys. July 30 at 2. Pittman, Guildhall-chambers.

Mathews, Fredk Heath, Prisoner for Debt, London. Pet July 10 (for pau). Brougham. July 29 at 12. Goatley, Bow-st, Covent-garden.

Pierpoint, Joseph, Roman-rd, Old Ford, House Agent. Pet July 11. Murray. July 30 at 1. Dobie, Basinghall-st.

Plant, Frank, Hampstead-rd, Hatter. Pet July 5. July 29 at 2. Reed & Co, Gresham-st.

Pritchard, Wm, Watford, Herts, Hay Dealer. Pet July 13. July 29 at 2. Wilding, Titchborne-st, Edgware-rd.

Prockter, Geo, Lower Henry-st, St John's Wood, Merchant. Pet July 11. Pepys. July 30 at 1. Hope, Ely-place, Holborn.

Rowe, Jason Jonathan, Stratford, Essex, Fishmonger. Pet July 9. Pepys. July 30 at 12. Daniels & Co, Fore-st.

Till, Wm Francis, Park-st, Kennington, Cab Proprietor. Pet July 11. Pepys. July 30 at 1. Ody, Trinity-st, Southwark.

To Surrender in the Country.

Ames, Francis Jas, Dorchester, Dorset, Painter. Pet July 10. Exeter, July 30 at 11. Clarke, Exeter.

Andrew, John, jun, Yardley, Worcester, Miller. Pet July 11. Mitchell. Solihull, July 27 at 10. Ward, Birm.

Brooker, Benj, Ipswich, Suffolk, Bricklayer. Pet July 10. Pretyman. Ipswich, Aug 3 at 11. Hill, Ipswich.

Brown, Joseph, Barnard Castle, Durham, Boot and Shoe Maker. Pet July 2. Watson, jun. Barnard Castle, July 24 at 11. Nixon, Barnard Castle.

Clapham, Holmes, Pendleton, Lancaster, Stuff Manufacturer. Pet July 13. Murray. Manch, July 30 at 11. Anderton, Manch.

Clark, Joseph, Halifax, York, Woolsorter. Pet July 11. Rankin, Halifax, Aug 2 at 10. Wavell & Co, Halifax.

Clifton, John, & Jas Thos Sheldon, Rowley Regis, Stafford, Charter Masters. Pet July 9. Hill. Birm, July 26 at 12. Reece & Harris, Birm.

Connor, Patrick Joseph, West Derby, nr Lpool, Bookkeeper. Pet July 11. Hime. Lpool, July 29 at 3. Williams, Lpool.

Cox, Stephen, Bootle, nr Lpool, Chemical Manufacturer. Pet July 12. Lpool, July 29 at 11. Morris, Lpool.

Craddock, Sarah, Walsall, out of business. Pet July 11. Walsall, July 31 at 12. Duignan & Co, Walsall.

Dadd, Elizabeth Collard, Manch, Beer Retailer. Pet July 12. Kay. Manch, Aug 6 at 9.30.

Day, Matthew, Brighton, Sussex, Greengrocer. Pet July 12. Evershed. Brighton, July 29 at 11. Lamb, Brighton.

Deakin, John, South Hanningfield, Essex, Trainer of Horses. Pet July 12. Gepp. Chelmsford, July 30 at 11. Meggy, Chelmsford.

Devaney, Jas, Bishop Auckland, Durham, Travelling Draper. Pet July 11. Trotter. Bishop Auckland, July 26 at 2. Brignal, jun, Durham.

Evans, Wm Fredk, Llandilofawr, Carmarthen, out of business. Pet July 13. Davies. Llandilofawr, July 29 at 11. Price, Talley.

Gibson, Robt, Prisoner for Debt, Walton. Adj June 14. Hime. Lpool, July 26 at 3. Bremner, Lpool.

Goodsir, Thos Hy, Kilham, York, Surgeon. Pet July 11. Taylor. Bridlington, Sept 2 at 10. Jennings, Driffield.

Goldthorpe, Abraham Heys, Rashcliffe, nr Huddersfield, General Broker. Pet July 5. Jones, jun. Huddersfield, July 26 at 10. Mills, Huddersfield.

Green, Jas Rawson, Thrussington, Leicester, Tailor. Pet July 11. Tudor. Birm, July 30 at 11. Arnall Leicester.

Greathead, Joseph, Ravensworth, York, Gent. Pet July 11. Tomlin. July 27 at 10. Hunton, Richmond.

Hague, Wm. Prisoner for Debt, Stafford. Adj July 9. Hill. Birm, July 31 at 12. James & Griffin, Birm.

Hall, Wm, & Jas Hall, Bolton, Lancaster, Flaggers. Pet July 11. Holden. Bolton, July 31 at 10. Ramwell, Bolton.

Haycock, Hy, New Windsor, Berks, Tobacconist. Pet July 13. Darvill. Windsor, July 27 at 11. Smith, Windsor.

Hooper, John, Shepton Mallet. Pet July 11. Wells, July 27 at 12. Hobbs & Seal.

Hurley, Wm Callon, Canton, Glamorgan, Coal Merchant. Pet July 13. Langley. Cardiff, July 29 at 11. Griffith, Cardiff.

Hyde, Wm, Upton-upon-Severn, Worcester, Bootmaker. Pet July 11. Gough. Upton-upon-Severn, July 30 at 12. Wilson, Worcester.

Kirk, Geo, Westwoodside, Lincoln, Beerhouse Keeper. Pet July 12. Burton. Gainsborough, July 27 at 11. Bladon, Gainsborough.

Long, Allen, Pembroke Dock, Pembroke, Outfitter. Pet July 9. Wilde. Bristol, July 26 at 11. King & Pummer, Bristol.

McLean, Danl, Sleekburn Colliery, Northumberland, Coal Miner. Pet July 10. Brumell. Morpeth, Aug 1 at 10. Swan, Morpeth.

McLeod, John, Willington, Durham, Potatoe Merchant. Pet July 11. Trotter. Bishop Auckland, July 26 at 2. Brignall, jun, Durham.

Mills, Morris. Beeding, Sussex, Innkeeper. Pet July 10. Evershed. Brighton, July 29 at 11. Lamb.

Miller, Ambrose, Durham, Innkeeper. Pet July 11. Gibson. Newcastle-upon-Tyne, July 26 at 12. Hodge & Harle, Newcastle-upon-Tyne.

Morgan, Jas, Witton Park, Durham, Shingler. Pet July 11. Trotter. Bishop Auckland, July 26 at 2. Thornton, Bishop Auckland.

Nickson, Robt, Leeds, Provision Dealer. Pet July 10. Leeds, Aug 1 at 11. Simpson, Leeds.

Passavant, Philip, Bradford, York, Merchant. Pet July 11. Leeds, July 29 at 11. Wood & Killick, Bradford, and Cariss & Tempest, Leeds.

Platts, Thos, Gentleshaw, nr Rugeley, Stafford, Joiner. Pet July 13. Gardner. Rugeley, July 27 at 10. Wilson, Lichfield.

Radcliffe, Saml Wm, Lpool, Merchant. Pet July 13. Lpool, July 29 at 11. Norris & Son, Lpool.

Rain, Joseph, Bishopwearmouth, Durham, Grocer. Pet July 12. Marshall. Sunderland, Aug 2 at 12. Bell, Sunderland.

Reeve, Joseph, Bridgwater, Somerset, Veterinary Surgeon. Pet July 12. Lovibond. Bridgwater, July 31 at 10. Reed & Cook, Bridgwater. obinson, Anne, Coventry, Warwick. Pet July 9. Kirby. Coventry, July 26 at 3. Dewes & Son, Coventry.

Rose, Thos, Buxton, Derby, Plumber. Pet July 5. Macrae. Manch, July 26 at 11. Marsland & Addleshaw, Manch.

Rowe, John, Tavistock, Devon, Innkeeper. Pet July 12. Exeter, July 30 at 11. Edmonds & Sons, Plymouth, and Floud, Exeter.

Stock, Albert, Stoke-lane, Somerset, Miller. Pet July 13. Messiter. Frome, July 31 at 10. Dunn, Frome.

Taylor, John Wm, Norwich, Cooper. Pet July 11. Palmer. Norwich, July 27 at 11. Stanley, Norwich.

Thorn, Wm, Brighton, Sussex, Coach Painter. Pet July 12. Evershed. Brighton, July 29 at 11. Lamb, Brighton.

Tomkinson, Benj, Prisoner for Debt, Stafford. Adj July 9. Tudor. Birm, July 31 at 12. James & Griffin, Birm.

West, Joseph, Gomersal, York, Plumber. Pet July 15. Aug 1 at 11. Cariss & Tempest, Leeds.

Wheelwright, Bernard, Birm, Omnibus Conductor. Pet July 11. Hill. Birm, Aug 7 at 12. Rowlands, Birm.

Wilson, Geo, Spennymoor, Durham, Tailor. Pet July 11. Trotter. Bishop Auckland, July 26 at 2. Brignall, jun, Durham.

BANKRUPTCIES ANNULLED.

FRIDAY, July 5, 1867.

Elfick, Edwd, Leinster-ter, Paddington, Bookseller. July 12.

TUESDAY, July 16, 1867.

Dadd, Eliz Collard, Manch, out of business. July 11.

Jones, Thos, Wednesbury, Stafford. April 15.